

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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RESTRICTIVE COVENANTS
CASTLE VIEW, UNIT 2

It is Agreed between the grantors, their successors and assigns, and the grantees, their successors and assigns, that as a part of the consideration for a deed the following covenants and restrictions shall run with the land conveyed and legally described as follows:

Lots 1 thru 37, inclusive, Castle View Addition, Unit One, to the Town of Dyer as recorded in plat book 89, page in the Office of the Recorder, Lake County, Indiana.

1. That any building, exclusive of a garage incidental thereto used for usual garage purposes, or living quarters for domestic help incident thereof, shall be a one-family residence or dwelling and shall be occupied by not more than 1 family.
 - A. No gainful occupation or profession, or other non-residential use, shall be conducted upon the premises.
 - B. No noxious or offensive activity shall be carried on, nor shall anything be done which is or may become, an annoyance or nuisance.
 - C. No livestock or poultry shall be kept or maintained upon the premises.
 - D. No burning of refuse shall be permitted other than in proper facilities maintained in or as a part of a dwelling, except for the burning of leaves if permitted by applicable laws and ordinances.
 - E. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained upon the premises.
 - F. No plants, or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the premises.
 - G. No building shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the Town of Dyer, Lake County, Indiana, or any public utility or governmental agency shall be at the sole cost and expense of the lot owner.

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LAKE COUNTY AUDITOR

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- H. No lines or wires for communications or the transmission of electric current or power shall be constructed or placed anywhere on the real estate other than within dwellings or accessory buildings unless the same shall be contained in conduits, or except where indicated on the plat of subdivision of the real estate and except for easements heretofore granted for electric transmission lines, if any.
- I. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.
2. Any residence or dwelling house erected on any lot shall erect an attached two-car garage and in addition thereto, shall provided a minimum of two off-street parking spaces which shall consist of paved driveway. No driveways or off street parking areas shall be located in any required rear or side yard. All foundations shall be poured concrete. In the case of slab construction, porch foundations, or shallow basements, the architectural control committee may grant an approval of the plan and a variance to this restriction.
3. A. Any residence or dwelling houses shall meet the following minimum requirements:
- (1) All one story residential structures with basements shall have a minimum 1st floor area of 1600 sq. ft.
 - (2) All 1 1/2 story residential structures with basements shall have a minimum total floor area of 2200 sq. ft.
 - (3) All quad-level and bi-level residential structures shall have a minimum 1st floor area of 1,450 sq. ft., including the living room, dining room, kitchen and upper level bedrooms, not including the lower levels of said structure. Lower levels may remain un-finished.
 - (4) No tri-level residence structures are permitted.
 - (5) All 2 story residential structures with basements shall have a minimum total area of 2200 sq. ft.
 - (6) All residential structures without a basement or on a concrete slab shall have a minimum 1st floor area 20% greater than listed above. This does not pertain to quad-level structures where a portion

of the structure may have a full basement.

- (7) The above minimum areas do not include porches, breezeways, or attached garages.
- (8) Any residence or dwelling house erected on any lot, shall provide a minimum of two off-street parking spaces which shall consist of paved driveway. All driveways and parking areas shall be rigid surface. Rigid surface is defined as paving brick, blacktop or rigid poured concrete. Brick and blacktop surfaces shall require a poured concrete curb 6" X 12" along each edge.
- (9) All homes shall have dusk to dawn lights inside of the easement in front of the lot to provide light for emergency vehicles.

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(A) above shall have a minimum of thirty percent (30%) of stone or face brick on the front exterior thereof. In cases where architecture would be impaired, the owners of 51% of the lots in this addition, or the architectural committee, may grant an approval of the plan and a variance to this restriction.

4. An architectural committee is hereby formed consisting of Harold G. Rueth and Claudia Rueth. In the event of death or resignation of any member of the committee, declarant shall designate a successor. The architectural committee shall be in effect until January 1, 2015. Prior to applying for a building permit from the Town of Dyer, a lot owner must submit two sets of detail plans, specifications and/or detail sheets to the architectural committee. Plans and specifications for any residence or dwelling house to be erected on any lot must first secure the approval of the architectural committee.

All plans, specifications, and other material shall be filed in the office of Rueth Development Company, LLC, 1006 - 165th, Hammond, Indiana, for referral to the architectural review committee. The architectural review committee's approval or disapproval on matters required by this declaration shall be by majority vote of the committee. A report in writing setting forth the decisions of the committee shall thereafter be transmitted to the applicant by the architectural review committee within 30 days after the date of filing the plans, specifications and other material by the applicants. In the event the architectural review committee fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this declaration, approval shall not be required and the related requirements of this declaration shall be deemed to be complied with.

5. Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk of poured concrete along all street frontage and within the public right-of-way.
6. (a) Within one year from the date of occupancy of any structure, the owner of any lot shall make provision for the planting of at least two trees within the twenty-five foot strip adjacent to each street curb abutting the lot. Such trees shall be not less than fifteen feet in height and shall be chosen from the following list of species:

<u>Botanic Names</u>	<u>Common Names</u>
Acer platanoides	Norway Maple (seedless)
Acer saccharum	Sugar Maple
Celtis occidentalis	Hackberry
Fraxinus americana 'Autumn Purple'	Autumn Purple Ash
Fraxinus pennsylvanica lanceolata	'Marshall's Seedless Ash'
Ginkgo biloba	Ginkgo (male only)
Gleditsia triacanthos	Thornless Honeylocust (seedless)
Quercus borealis	Red Oak
Tilia cordata	Little Leaf Linden (seedless)

- (b) Within one year from the date of occupancy of any structure, the owner of any lot shall make provision for the planting of at least three trees or ornamental shrubs within the boundaries of the lot. Such trees or ornamental shrubs shall be not less than 1-1/2 inches in diameter, measured at a height of six feet above the finished ground level and shall be chosen from the following list of species:

<u>Common Names</u>
Red Maple (seedless)
White Ash (seedless)
Blue Ash (seedless)
Green Ash (seedless)
Hesse European Ash
Big Leaf Linden (seedless)
European Hornbeam
American Hornbeam
Tulip Tree
Flowering Crab
Magnolia
Shademaster Locust
White Oak
English Oak
Sawtooth Oak
Burr Oak
Village Green Zelkova
Flowering Pear (fruitless)
Shawness Brave Cypress
Katsura Tree
Hickory
Flowering Plum
Sunburst Locust

- (c) Within three months from the date of occupancy of any structure the owner of any lot shall seed, hydroseed,

or sod all front side and rear yards not covered by porches, patios, driveways, or sidewalks, provided however that seeding shall not be required between October 15th and April 30th if occupancy occurs after September 15th of each year.

- (d) Any lot owner shall receive credit, under paragraphs A and B above, for existing trees lying within the described areas, provided however that such credit shall only be given for trees three inches (3") in diameter or greater, measured at a height of six inches above the finished ground level and protected during construction by methods described by the United States Department of Agriculture in Home and Garden Bulletin number 104.

- NOT OFFICIAL!**
7. Any residence or dwelling house erected on any lot shall connect all footing and sump drainage to the public storm sewer, provided however that downspouts or other roof or surface drainage shall be discharged to the lot surface and not the storm sewer, provided further, that driveways may drain to the street curb. No downspout, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the real estate.
8. Exterior siding, sheeting, or finishing materials on any structure erected within an R-1 or R-2 zoning district may not include four by eight (4' x 8') panels. Any PVC and/or vinyl siding shall be wolverine or equivalent and have a mat finish.
9. Fences may not be installed in required front or side yards. Any fences within a required rear yard shall not be constructed of chain link, stockade, solid wood or cement block materials. No fence shall block any recorded easement or drainage way. Notwithstanding the foregoing, any recorded easements or drainage ways within or without rear yard fencing shall be maintained by the landowner. No fencing will be allowed on lots 135 thru 151 which back up to the nature preserve.
10. No satellite dishes, microwave dishes, or television dishes are permitted on any lot excepting dishes 18" in diameter or smaller which shall be affixed to the primary structure.
11. No accessory building may be erected in the rear yard of any lot.
12. A building set-back line shall be maintained on all lots as indicated on the subdivision plat, provided that said requirement shall not apply to bay windows, porches, steps, eaves, sidewalks.

13. No residence, building, or other structure, shall be erected closer than 8 feet to the side line or lines of any lot, the ownership of which is vested in a different person than that of the lot or lots on which said house or structure is to be built, provided that the eaves, bay windows or window, open porch, steps, sidewalks or driveway shall be excluded from said requirement.
14. No building shall be moved from another location to a lot in this subdivision. No modular home or pre-fabricated structure shall be erected on any lot unless approved in writing by the owners of fifty-one percent (51%) of the lots of this addition or the architectural committee. No structure of a temporary nature, and no trailers, tent or accessory building shall be used at any time as a residence.
15. No campers, boats, trailers, commercial vehicles, or trucks with a license plate rated at 7,500 GVW or greater, shall be stored on the premises outside of the required garage, provided however that boats, campers, and trailers for recreational use may be stored in a rear yard area between May 1st and September 30th of each year and may be placed temporarily upon the driveway between the curb and the front building line and immediately prior to or after their use for a period not to exceed twenty-four hours. The term "commercial vehicles" shall include all trucks and equipment which shall bear signs or have printed on the side of same, with reference to any commercial undertaking or enterprise.
16. To the extent that compliance is required with Rule 5 of the Indiana Department of Environmental Management concerning soil erosionment practices, each contractor and/or lot owner erecting the residence on a lot in this subdivision shall be required to conform and comply with all soil erosion practices.
17. An easement is hereby granted to the Town of Dyer, Ameritech Telephone Company, and Northern Indiana Public Service Company, severally and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace and maintain sewers, water mains, gas mains, conduits, cables, poles, and wires, either overhead or underground, with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strip of land designated by dotted lines on the plat and marked "easement" for the purpose of serving the public in general with sewer, water, gas, electricity, and telephone service, including the rights to use the streets where necessary and to overhang lots with aerial service wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on

said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purpose. Drainage easements per the plat must be maintained at the proper grade.

18. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2009 at which time such covenants shall be automatically extended for successive periods of 10 years unless by a majority vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.
19. If any person, persons, firm or corporation upon whom these covenants are binding shall violate, break, or attempt to violate or break, any one or more of these covenants, any of the owners of the lots described in said platted subdivision or the Town of Dyer may proceed at law or in equity, or by any other appropriate legal proceeding to prevent any such violation of any of said covenants, and in addition thereto recover damages for any such violation. It is not the intent herein that if a violation shall occur that there shall be a forfeiture or reversion by reason thereof.

The right to enforce these provisions by restraining order or injunction together with the right to cause the removal by due process of law of any structure or any part thereof erected or maintained in violation thereof, is hereby dedicated to the public, the Town of Dyer, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

These Restrictive Covenants are executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 12 day of March, 1998 creating Trust No. 10244; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by PEOPLES BANK SB, as TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee

This Instrument Prepared By: Michael L. Muenich
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