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STATE OF INDIANA
LAKE COUNTY
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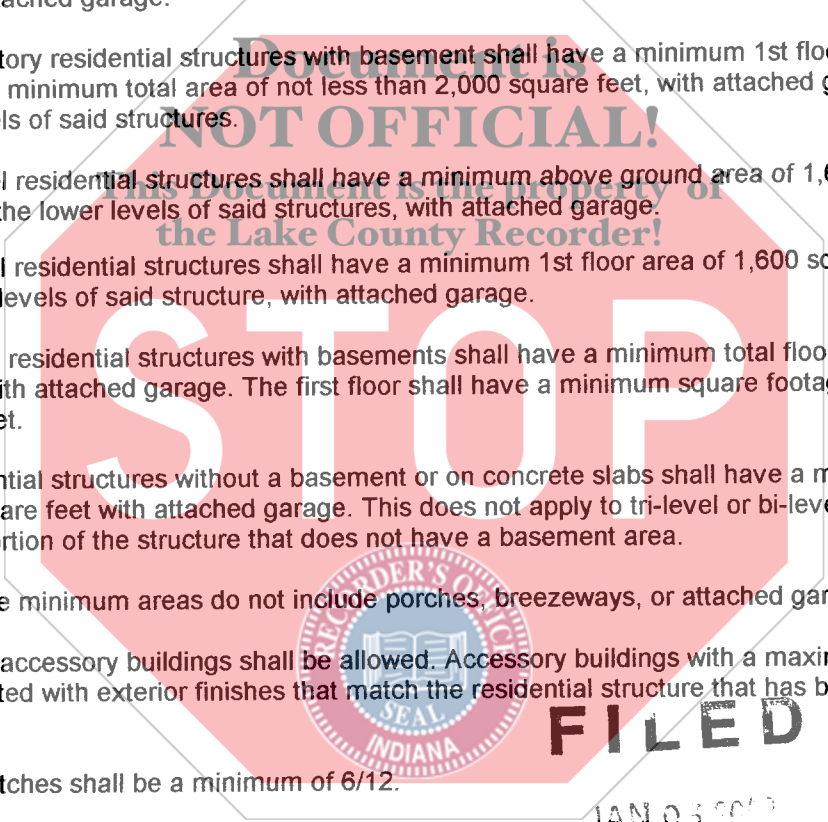
REC'D
LAKE COUNTY

Declaration of Restrictive Covenants
Sierra Pointe - Unit 2 - St. John, Indiana

The Developer has caused a plat of subdivision to be approved by the Town of St. John and the same has been recorded in the Office of the Recorder of Lake County, Indiana on the 3RD day of January 2002, in Plat Book, 21, Page No. 28, and known as Document No. 2002 001143.

The Developer further declares that all of the property described as Sierra Pointe, Unit 2, an Addition to the Town of St. John, Indiana, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, restrictions, covenants and conditions shall run with the real estate described as part of the general plan of development and shall be binding on all parties having or acquired any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

1. All lots in these additions shall be used for single family residential purposes only.
2.
 - a. All 1 story residential structures with basements shall have a minimum 1st floor area of 1,700 square feet with an attached garage.
 - b. All 1 1/2 story residential structures with basements shall have a minimum 1st floor area of 1,400 square feet and a minimum total area of not less than 2,000 square feet, with attached garage, not including the lower levels of said structures.
 - c. All tri-level residential structures shall have a minimum above ground area of 1,600 square feet not including the lower levels of said structures, with attached garage.
 - d. All bi-level residential structures shall have a minimum 1st floor area of 1,600 square feet not including the lower levels of said structure, with attached garage.
 - e. All 2 story residential structures with basements shall have a minimum total floor area of 2,200 square footage with attached garage. The first floor shall have a minimum square footage of not less than 1,100 square feet.
 - f. All residential structures without a basement or on concrete slabs shall have a minimum first floor area of 2,000 square feet with attached garage. This does not apply to tri-level or bi-level structures that may have a portion of the structure that does not have a basement area.
 - g. The above minimum areas do not include porches, breezeways, or attached garages.
 - h. No metal accessory buildings shall be allowed. Accessory buildings with a maximum size of 12 x 16 shall be permitted with exterior finishes that match the residential structure that has been constructed on said lot.
 - i. All roof pitches shall be a minimum of 6/12.



PETER BENJAMIN
LAKE COUNTY AUDITOR

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3. All lots shall be professionally landscaped within forty five days of issuance of an occupancy permit by the Town of St. John. Landscaping shall include sodded front and side yards (to rear of structure), rear yards may be hydro-seeded or seeded or any combination thereof. A landscaped border of no less than 36" shall be maintained around the front elevation of the home which shall consist of shrub/flower plantings and stone aggregate base. In addition each interior lot shall have two (2) 2 1/2 -inch diameter flowering trees, and all corner lots shall have four (4) 2 1/2-inch diameter flowering trees selected from the list of species, included herein. Said trees shall be planted within the parkway or within five (5) feet behind the public sidewalk(s).
4. All garages shall be attached with a minimum size of 2 cars and maximum size of 3 cars.
5. No residential structure shall have less than 40% per cent of stone or face brick on the front elevation thereof. No sheet good type exterior materials shall be allowed on any elevation of the home. Vinyl siding shall only be allowed at side and rear elevations. Developer reserves the right to make exceptions to this provision where this requirement would materially affect the architectural value of the proposed structure. Further, Developer reserves the right to limit the style of home on any given lot within the subdivision and to limit the number of any given style of home within a particular phase or unit within the subdivision.
6. All plumbing stacks and roof protrusions shall be located at the rear of the structure roof. No exterior antennas shall be attached to any roof or exterior of any structure. Satellite dishes not exceeding 24" in diameter and 36" in height may be installed at the rear of the lot and screening shall be provided so that it is not visible from the street.
7. All driveways shall consist of poured concrete or paving brick only.
8. No structure of a temporary nature or character, motor home, camper, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any tract of land in these additions. These provisions shall not apply to sales or temporary construction trailer's placed on the property by the developer.
9. No building or structure previously constructed elsewhere shall be moved or re-constructed upon any lot in these additions.
10. Storage of motor homes, boats, campers, smaller portable equipment is not permitted.
11. No trucks or other vehicles in excess of 3/4 ton and no commercial vehicles of any type shall be permitted to be parked on any resident's property within these additions. No exterior fuel storage tanks of any kind shall be permitted on any of the lots within these additions.
12. Fences shall be approved prior to construction by the Developer, shall not exceed 6 feet in height and shall not be constructed of cyclone fencing materials. Any fences abutting 93rd Avenue or Marquette Streets shall be uniform in height and materials, as determined by the Developer, and shall be approved by the Developer prior to installation.
13. Rear yard storm drainage structures have been installed on the rear property easements. Each homeowner is responsible for establishing rear drainage grades so as not to obstruct, or divert storm water drainage flow to cause damage to another lot. Final grades shall be in accordance with the subdivision grading and drainage plans and the continued maintenance of same shall be the responsibility of the homeowner.

14. No residence or structure shall be commenced, erected, or maintained on any lot in these additions until the construction plans and specifications, including material specifications, and color selections, have been submitted to and approved, in writing, by the Developer, or their duly authorized agents or assigns,.

Plans Should Be Submitted to: Sierra Pointe Development LLC
Post Office Box 10144
Merrillville, Indiana 46411-0144

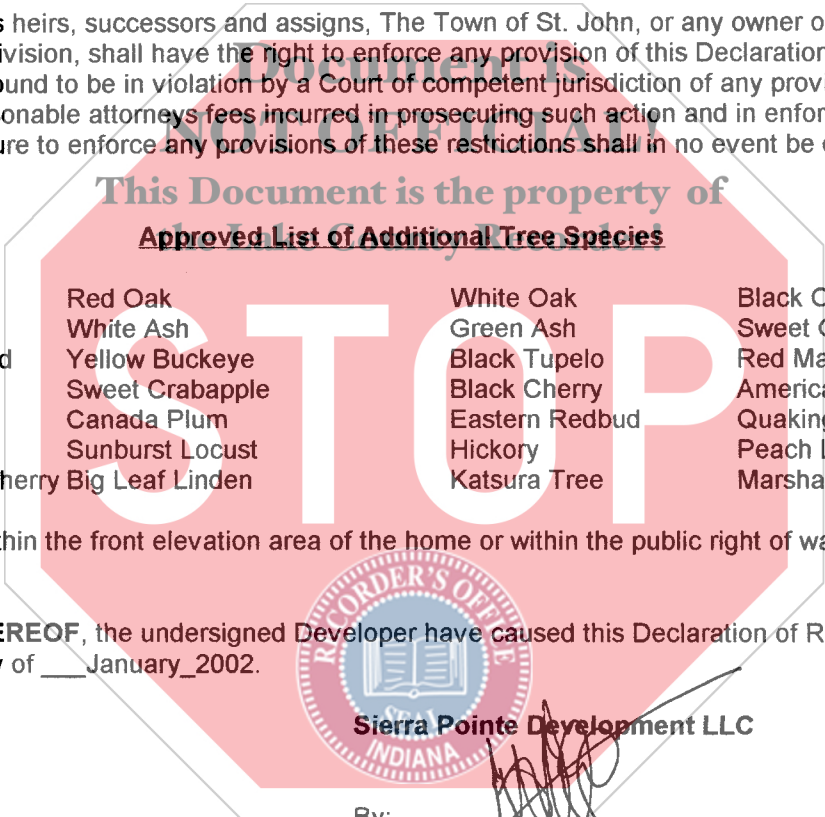
15. Each owner shall be responsible for the costs of any enforcement action brought against him/her by Developer or their duly authorized agents or assigns, in the enforcement of these Restrictive Covenants, including but not limited to reasonable attorneys fees.
16. Each residence or structure shall include a front yard coachlight which shall operate dusk to dawn which shall be located within 5 feet of the driveway and 5 feet behind the public walk location. The Developer shall secure the coachlight and each owner shall be responsible for payment to the Developer for his actual cost of same. The maintenance and upkeep of same to be the responsibility of each homeowner, which shall insure that the yard light operates on a continual basis. The proposed location shall be shown on the site plan which should accompany all plans and specifications submitted to the Developer for Architectural approval.
17. Each residence or structure shall include a mailbox which shall be purchased by the Developer. The Developer shall secure the mailbox and each owner shall be responsible for payment to the Developer for his actual cost of same.
18. All lots purchased shall be built on within 2 years of the date of purchase. During that time, the lot is to be kept cut and clean. If the lot owner fails to maintain the lot, the Developer or the Town of St. John may maintain the lot at the Owner's expense and the Owner shall be responsible for all costs of collection associated with said expense, including reasonable attorneys fees.
19. Any residence or structure 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. All service walks shall be a minimum width of 3' and constructed of poured concrete or paving brick.
20. Any residence or structure 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.
21. Lots in Sierra Pointe shall be occupied by a single family only and shall be used as a family residential dwelling.
22. During construction of any dwelling or structure, the Owner or Owner's agent shall be responsible for maintaining the job site and containing any and all construction debris within an appropriate refuse container. In addition, the Owner or Owner's agent shall be solely responsible for any and all damages caused to the improvements within the development, which may include, but are not necessarily limited to all curbs, streets, drainage structures and utility lines. If the owner or owner's agent fails to contain any construction debris or replace any damaged improvements, the Developer or the Town of St. John may replace any damaged improvements or contain any debris at the Owner's expense and the Owner shall be responsible for all costs of collection associated with said expense, including reasonable attorneys fees.

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of all of the lot owners and their respective mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana.

The invalidation of any one of these covenants or restrictions by judgment of Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

The Developer, his respective employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits plans and specifications for approval on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (e) the development of any property within Sierra Pointe additions to the Town of St. John, Lake County, Indiana. Any person submitting plans to the Developer shall hold the Developer harmless for all damage, loss or prejudice suffered or claimed by any third party, including attorneys fees incurred.

The Developer, his heirs, successors and assigns, The Town of St. John, or any owner of a lot or any mortgagee of property within the subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorneys fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of these restrictions shall in no event be deemed a waiver of the right to do so thereafter.



Tulip Tree
Bur Oak
Flowering Dogwood
Mountain Ash
Hortulan Plum
Magnolia
Common Choke Cherry

Red Oak
White Ash
Yellow Buckeye
Sweet Crabapple
Canada Plum
Sunburst Locust
Big Leaf Linden

White Oak
Green Ash
Black Tupelo
Black Cherry
Eastern Redbud
Hickory
Katsura Tree

Black Oak
Sweet Gum
Red Maple
American Plum
Quaking Aspen
Peach Leaf Willow
Marshall Ash

All trees placed within the front elevation area of the home or within the public right of way shall be of a seedless or fruitless variety.

IN WITNESS WHEREOF, the undersigned Developer have caused this Declaration of Restrictive Covenants to be executed this 3rd day of January, 2002.



Sierra Pointe Development LLC

By: [Signature]
Richard C. Wolf, President
TRAM Development Group, Inc., in its
Capacity as Managing Member

State of Indiana)
) ss:
County of Lake)

Subscribed and sworn before me this 3rd day of January, 2002, by Richard C. Wolf, in his capacity as President, of TRAM Development Group, Inc., the Managing Member of Sierra Pointe Development, LLC, the Developer of Sierra Point, Unit 2, an Addition to the Town of St. John, Lake County, Indiana, who acknowledged the execution of the above and foregoing instrument as his voluntary act and deed.



Notary Public

My Commission Expire: _____

Resident of LAKE County

This Instrument Prepared By: Sierra Development, LLC
Post Office Box 10144
Merrillville, Indiana 46411-0144

LAURA T. KLEVEN
Notary Public, State of Indiana
County of Lake
My Commission Expires May 8, 2008

