

RETURN TO:
Terry Sadler
15700 Harrison Street
Crown Point, Indiana 46307



2004 049032

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2004 APR 10 AM 11:17
MOFFAT COUNTY RECORDER

DEED RESTRICTIONS

Lots 1, 3 & 4 Wildlife Estates, Unit 2, an addition to Lake County, Indiana as is recorded in Plat Book 91, page 90 in the office of the Recorder of Lake County, Indiana.

Now, therefore, Declarant hereby declares that the Real Estate is, and shall be, held, transferred, sold, conveyed, occupied, and subject to the Covenants, restrictions, terms and provisions of the Declaration, 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 in "real estate described above" as part of a 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.

ARTICLE I
Document is NOT OFFICIAL!
GENERAL PURPOSES

The real estate is subject hereto to its proper use and enjoyment, and its appropriate development and improvement; to protect each owner of a lot against the usage of the other lots as may depreciate the value of the real estate; to encourage the erection or attractive improvements thereon, with appropriate locations thereof, to prevent haphazard and inharmonious improvement; to secure and maintain property setbacks for streets and adequate free spaces between structures. It is the intention and purpose hereof to assure that all dwellings shall be of a quality of design, workmanship, and shall be approved by the Architectural Review committee, as hereinafter defined.

ARTICLE II
RECORDER'S OFFICE
ARCHITECTURAL CONTROL

No building, improvement, or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans, specifications, plot plan showing grading and drainage, and exterior elevations have been submitted to and approved in writing by the developer, or its duly authorized agents, or assigns as to quality of structure and materials, and harmony of external design with existing structures. The submission so made shall also include the square footage of the proposed improvement.

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STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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The Owner and Developer, his employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits such plans 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 Wildlife Estates Unit 2 Subdivision Addition to Lake County, Indiana. Any person submitting plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred.

LAKE RESTRICTIONS

1. No gasoline engine water vehicle of any type shall be used or allowed on the lake at any time for any reason.
2. The water of the lake shall not be used for watering lawns or plants or trees at anytime.
3. Black Bass (fish) shall not be removed from the lake for any reason.

Document is NOT OFFICIAL!
USE RESTRICTIONS
ARTICLE III
This Document is the property of the Lake County Recorder!

- A. Land Use. All lots in this Subdivision shall be used for one (1) family residential purposes only.
- B. Minimum Areas. The interior area of each dwelling, exclusive of attached garages, breezeways, carports, porches, and basements, shall be under the conditions as follows:
 1. All one-story dwellings shall have a minimum useable first floor area of one thousand seven hundred square feet (1,700).
 2. All other dwellings shall have a minimum useable floor area of 2000 square feet (two thousand).
 3. All dwellings shall have an attached garage with a minimum size of 24' x 24'.
- C. Temporary Structures. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, or other building shall be used on the property at any time as a residence, either temporarily or permanently.
- D. Type of Construction. No building previously constructed elsewhere shall be moved upon any lot within this subdivision.

E. Appearance and Exterior Materials.

1. Roof pitches are to be a minimum of 5/12 pitch.

ARTICLE IV

Grading & Excess Material.

1. Grading of lots shall be in compliance with Lake County, Indiana, requirements and the master grading plan prepared for this development; plus grading shall be performed so as not to damage the adjacent lot.

No building debris or concrete (including wash outs) is to be placed on any lot other than the lot being worked on at the present time. All infrastructure is the responsibility of the builder/lot owner until Lake County, Indiana, accepts the subdivision. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion.

Storage.

No recreational vehicle (motor home, trailer, boat over sixteen (16) feet in length, camper, etc.) shall be permitted to be parked on any lot or anywhere in the subdivision for more than forty-eight (48) hours unless in a garage.

Fences.

Fences no greater than five feet (5) in height may be constructed around the side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. In any and all events, chain link fences are prohibited from use anywhere in the subdivision.

Specific Prohibitions.

The following activities and uses are prohibited on all lots and in all buildings:

1. No gainful occupation or profession, or other non-residential use, shall be conducted.
2. No noxious or offensive activity shall be carried on, nor shall anything be done which is, or may become an annoyance or nuisance.
3. No livestock, poultry, or any other animal having unusually vicious propensities shall be kept or maintained.
4. No Commercial Vehicles or trucks with a license plate rated at 7500 GVW or greater shall be stored on the premises, other than within a garage. The Term "Commercial Vehicles" shall include all truck and vehicular equipment, in excess of one-half ton, which may bear printing or advertisement on said vehicle.
5. No outside radio antennas, satellite dishes, over twenty (20) inches, or other apparatuses used to receive or transmit communication signals shall be permitted.

Dike Maintenance.

Each lot owner shall be liable for twenty-five (25) percent of the cost of repairs and maintenance necessary to be performed on the dike currently placed upon the property. Any and all of such dike repairs and maintenance are as deemed necessary by the architectural control person as appointed by the developer, or his assigns. Should said portion of dike repairs or maintenance costs remain unpaid within fourteen (14) days after being billed, said dike repairs and maintenance costs shall become a lien against the real estate owned by each owner, and said sum together with any and all costs incurred in enforcing said lien including reasonable attorney fees shall become a further lien against said owned property.

ARTICLE V

GENERAL PROVISIONS

A. Initial Terms and Extensions. These Restrictive Covenants shall run with the land and be binding on all Parties, Persons, or entities claiming under them of onto the land for a period of twenty (20) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of ten (10) years, unless a signed Agreement by seventy-five (75) percent (or more) of the then Property Owners of said Lots have been recorded, modifying these Covenants in whole or in part.

B. Severability. In the event that any part (s) of the Restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

C. Remedies. The Developer, Owner, or Owners, present or future, of any land or lots included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions thereof, but there shall be no right or reversion or forfeiture of title resulting from such violation. The Developer shall be entitled to recover Attorney's fees and other costs and expenses incurred in the enforcement of the provisions of this Agreement from any Owner or Owners in violation of the same.

D. Assignment. The Developer reserves the right to assign any or all of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Lake County, Indiana, and Developer shall thereupon be relieved and discharged from all such duties assigned.

E. Failure to Enforce. The failure of an Owner to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Owner to enforce such right, provision, covenant, or condition in the future.

Drainage and Utilities.

Easements for installation of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage easements lie along certain lots marked on the plat of subdivision. The drainage easements, and designed overland flow may not be modified by any subsequent owners of said lots and Lake County, Indiana, is hereby granted the right to enforce said elevations and to enter upon and remove any obstructions to said easements and elevations and to regrade same to the designated elevations and contours.

EXECUTED, SEALED AND DELIVERED THIS 10 DAY OF JUNE, 2004

Terry Sadler AND Nancy Sadler
PERSONALLY APPEARED BEFORE ME THIS 10 DAY OF JUNE, 2004
TERRY SADLER AND NANCY SADLER WHO BEING DULY SWORN ON OATH, SAYS
THAT THEY ARE THE OWNERS OF LOTS 1, 3, & 4 WILDLIFE ESTATES UNIT 2, PLAT
BOOK 91, PAGE 90.

Executed before me, a Notary Public for said County and State, this 10 day
of June, 2004.

My Commission Expires:
December 16, 2008

Kim Beagan
Kim Beagan, Notary Public
Resident of Porter County

