

INNSBROOK UNIT 7  
RESTRICTIONS

2004 095244

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS AFFECTING THE PARCELS OF REAL ESTATE  
DESCRIBED HEREIN.

THIS DECLARATION, made this 12<sup>th</sup> Day of September 2004, by Ross Innsbrook  
Development Corporation, an Indiana Corporation, its President being Verne E. Washburn,  
Secretary-Treasurer, Mark S. Lucas.

WITNESSETH:

WHEREAS, Declarants are the owners of the real property and are desirous of subjecting  
said real estate to the restrictions, covenants, reservations, liens and charges hereinafter set forth  
each and all of which is and are for the benefit of said property and for each purchaser thereof  
and shall insure to the benefit of and pass with the property and each and every parcel thereof,  
and shall apply to and bind the successors in interest and any owner thereof, and the conveyance  
of said property by the Declarants shall be made expressly subject thereto;

NOW, THEREFORE, Ross Innsbrook Development Corporation, an Indiana Corporation,  
its President being Verne E. Washburn, Secretary-Treasurer, Mark S. Lucas, declare that the real  
estate as platted shall be held and transferred, sold and conveyed subject to the conditions,  
restrictions, covenants, easements, liens and charges hereinafter set forth.

This Document is the property of  
DEFINITION OF TERMS  
the Lake County Recorder!

BUILDING SITE shall be contiguous property and shall never be less than 10,000 square  
feet.

DECLARANTS shall mean Ross Innsbrook Development Corporation, an Indiana  
Corporation, its President being Verne E. Washburn, Secretary-Treasurer, Mark S. Lucas.

CLAUSE 1

PROPERTY SUBJECT TO THIS DECLARATION

1. The real estate made subject to this declaration is described as follows:

Lots 1 through 58 all inclusive in Innsbrook Unit 7, in the town of  
Merrillville, as per plat thereof, recorded in plat book , page in the  
Office of the recorder of Lake County, Indiana.

2. All building sites shall be known and described as residential building sites.  
No building shall be erected, altered, placed or permitted to remain on any Lot other than one

1.

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LAKE COUNTY  
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detached, single family dwelling not to exceed two (2) stories in height, and other buildings or appurtenances usually associated with private dwellings. Said buildings may have a separate or attached garage for not more than three (3) cars, and such other necessary out buildings which are incidental to a residential use of the premises.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography, setback lines and finish grade elevation. The Committee's approval or disapproval shall be in writing and no approval shall be unreasonably withheld. The Committee may withhold approval until such guarantees shall be made as it determines necessary to insure that the residence or building will be constructed in compliance with the plans which have been submitted.

A copy of such plans, specifications, elevations, survey and plot plans shall remain on file with the Committee at all times. Any changes or alterations in the approved premises must be submitted to said Committee for its written approval. A majority of the Committee may designate a representative to act for it in the event the Committee or its designated representative fail to approve or disapprove any plans which are submitted, within thirty (30) days after submission, said plans and specifications shall be deemed to have been fully approved.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. All garages, greenhouses, porches and other buildings shall be constructed in conformity with the style and architecture of the residence to which the same are appurtenant. No tank or storage of fuel, not enclosed within a building, shall be maintained above the surface of the ground.

4. The ground floor area of homes constructed on:

Lots 1 through and including 10 and lots 48 thru and including 52 shall contain 2,200 or more Square Feet above grade.

Lots 11 thru and including 18 shall contain 1800 or more Square Feet. above grade

Lots 19 through and including 23 shall contain 1500 or more Square Feet above grade.

Lots 35 through and including 47 and Lots 53 through and including 58 shall contain 1400 or more Square Feet above grade.

Lots 24 through and including Lots 33 shall contain 1250 or more Square Feet above grade.

The ground floor area of a dwelling is calculated of living area, exclusive of open porches, garages and screen porches.

The ground floor area of a tri-level shall be the area above grade, such as bedrooms, kitchen, dining room and living room and does not include any finished area below grade.

The ground floor area of a bi-level designed home shall be the living area above grade such as bedrooms, kitchen, dining room and living room. Finished family room, bedroom or garages in the lower levels below grade are not included.

The ground floor area of a two story home shall not be less than 80% of the area designated for a one story dwelling.

5. No building shall be located on any plot or lot nearer the front lot line than the minimum building setback line shown on the plat. No building or structure shall be placed or built on any building site which is over 80% of the building site width or within less than six feet (6') of the side line of the site, nor within ten feet (10') of the rear line of each building site, and the main front line of the building or the front wall thereof shall be placed on or not more than fifteen feet (15') back of the front building line.

6. The Declarants or their assigns may withhold such written approval as above-required until such guaranty as may reasonably be deemed necessary to insure that said structures will be built in compliance with the plans, specifications and other data required to be furnished shall be given. The right is expressly reserved by the Declarants, their representatives or agents, to enter upon the premises at all reasonable times for the purpose of determining whether such plans and specifications are being complied with.

7. No more than one (1) building for residential purposes shall be erected or constructed on any building site. No residence shall be occupied until said property has been completed both on the exterior and the interior and no dwelling will be left in an unfinished condition for an unreasonable length of time. No residence shall be proposed or built that has a front exterior similar to one within six lots either way. All proposed homes shall have twenty five percent of front exterior brick.

8. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall be at any time used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

10. An easement is reserved over the strip of land designated by dotted lines on the plat of the subdivision marked "Easements" which is used for the installation and maintenance of sewer, electric and telephone service.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets which may be kept providing that they are not kept, bred or maintained for any commercial purposes.

12. Downspouts or other conduits receiving storm water or water other than that containing sanitary sewage shall be drained into streets or storm sewers and only water containing sanitary sewage and only such shall be connected to sanitary sewers.

12A All homes that are constructed on Lots 1 thru and including 58 Unit 7 in Innsbrook shall have 30% of the front exterior brick, stone or an acceptable masonry material.

All purchasers of said Lots shall pay a tap in fee to the Merrillville Conservancy for connection to the sanitary sewers.

13. No illuminated sign shall be permitted, no sign advertising a beauty parlor, accountant's office, or any type of commercial sign shall be permitted. One sign of not more than 480 square inches advertising a particular lot or structure for sale shall be permitted.

14. No fence or living screen planting shall be permitted between the front lot line and the building setback line. Fencing of rear yards or side yards over seventy two inches (72") high shall not be erected until plans have been submitted to the Architectural Control Committee and have approval in accordance with Section 18 contained herein. No trees or shrubbery of any kind shall be planted or maintained on corner lots in such a location as to obscure the full view of motorists approaching each street intersection.

15. The purchasers agree to construct a four foot (4') public walk along the front line (also side lot line on corner lots) of each lot at the time of construction of a building and before occupying same.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, or left on any lot so as to be exposed to view or become a nuisance.

17. No residence at its front foundation shall have a finished building line of more than three feet six inches (3'6") above the established grade of the street or drive at the front line unless natural grade of the lot is greater, in which case the natural grade may be the finished grade.

18. The Architectural Control Committee shall consist of two (2) members who shall serve without compensation. The Committee, or members thereof, shall seek advice and guidance from time to time for representative residents of the subdivision in order to conduct its functions to the end of having an orderly and proper development of the subdivision.

In the event of death, inability to serve or resignation of any one member of the Committee, the remaining members shall have full authority to designate a successor. The first Architectural Control Committee shall be composed of Verne E. Washburn, and Mark S. Lucas.

19. No resident or occupant of any residence shall be permitted to park a truck larger than a standard pickup over night exposed to view. Only those parked in garages shall be permitted.

20. Enforcement of the provisions herein either to restrain violation or to recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction.

