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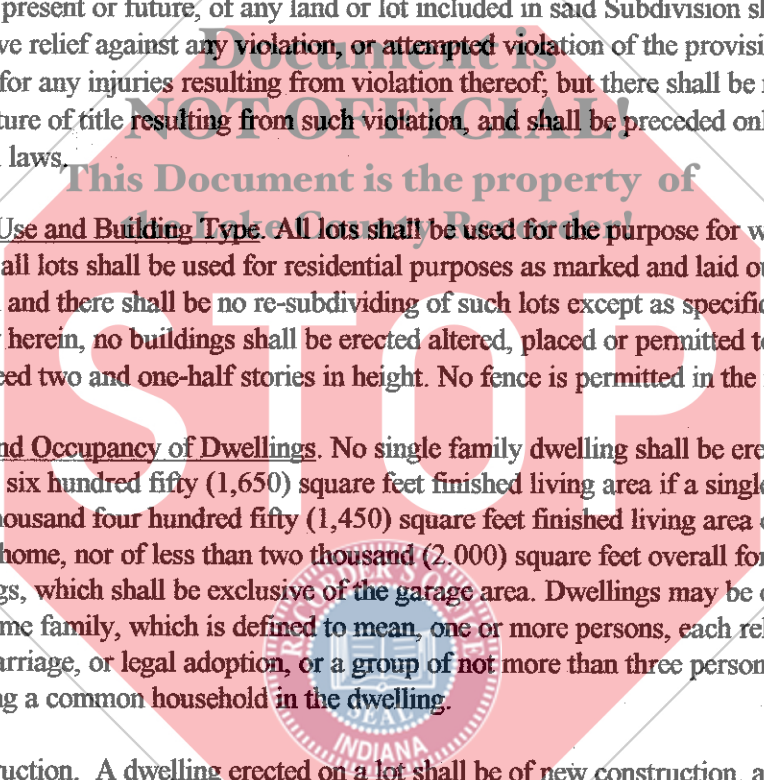
RESTRICTIVE COVENANTS FOR
IN MISTY HILLS ESTATES UNIT 3,
AN ADDITION TO LAKE COUNTY, INDIANA

The undersigned owner of and subdivider of the real estate described in Exhibit A attached hereto and made a part hereof, which real estate has been platted and subdivided as Misty Hills Estates Unit 3, an addition to Lake County, Indiana, does hereby cause the following Restrictive Covenants to be incorporated as a part of said Subdivision, all of which shall be binding upon all owners, both present and future, their heirs, devisees, legatees, and grantees and all such parties conveying or taking title to any lot or parcel of land within such Subdivision shall convey and accept such title, subject to the restrictions as to use and the covenants running with the land as follows:

All lots in said Subdivision shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth: and they shall be considered a part of the conveyance of any lot in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Subdivision; and they shall run with the land and shall inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said subdivision, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation of the provisions hereof and also damages for any injuries resulting from violation thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation, and shall be preceded only by County, State and National laws.

1. Land Use and Building Type. All lots shall be used for the purpose for which they are zoned. Therefore, all lots shall be used for residential purposes as marked and laid out on the Plat of the Subdivision and there shall be no re-subdividing of such lots except as specifically provided for to the contrary herein, no buildings shall be erected, altered, placed or permitted to remain on any lot which exceed two and one-half stories in height. No fence is permitted in the front yard.
2. Size and Occupancy of Dwellings. No single family dwelling shall be erected of less than one thousand six hundred fifty (1,650) square feet finished living area if a single level home, no less than one thousand four hundred fifty (1,450) square feet finished living area on the upper floor of a bi-level home, nor of less than two thousand (2,000) square feet overall for other multilevel dwellings, which shall be exclusive of the garage area. Dwellings may be occupied by members of the same family, which is defined to mean, one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, maintaining a common household in the dwelling.
3. Construction. A dwelling erected on a lot shall be of new construction, and no buildings or structures shall be moved from other locations. Off-site built homes may be built on any lot, provided that such off-site built homes have roof pitches of 7/12 or greater and no metal framing. Each single-family dwelling shall have at least a two car capacity garage.

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

single-family dwelling must be of design and construction so as to not duplicate appearance of a dwelling on the next lot or across the street from the lot being constructed on. Chimneys must be of a design and construction so as to not display a metal chimney. All dwellings shall be Building Officials Code Administrators' standards approved or greater.

4. Building Location. No buildings, which shall for all purposes herein include but not be limited to dwellings, shall be located on any lot nearer the front line or nearer to the side lines than the minimum building setback shown on the recorded Plat. If there is no side line setback on the recorded plan no building shall be located nearer the side lines than six (6) feet.

5. Lot Division. No lot shall be further subdivided or parceled or reduced in area other than as originally recorded.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Only domesticated house pets are permitted. No farm animals may be kept or pastured on any lot. The use of firearms within the Subdivision is strictly prohibited. No garage, carport, driveway, or parking area on any single or multifamily lot may be used as a habitual parking place for junk vehicles. Junk vehicle shall include any vehicle, which requires a license to operate on, over or across any highway, road or street and which is incapable of moving under its own power. County restrictions shall supersede Subdivision covenants. All Lake County regulations and/or restrictions, as set forth in the zoning ordinance for unincorporated Lake County shall apply.

7. Garbage and Refuse Disposal. 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. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

8. Easements. Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on or under lands and lots in said Subdivision are reserved as shown on the Plat. Removal of any obstruction by a utility company shall in no way obligate the utility company for damages. No permanent buildings shall be placed on any such easement, but the same may be used for gardens, shrubs, landscaping, and any purposes that do not interfere with the use of said easement for such utility purposes.

9. Grading and Fill. Construction grading on any lot shall be done in a manner that would not cause storm water drainage onto another owner's lot. However, this restriction shall not be construed to affect the right of natural surface drainage over other lots in this Subdivision that is vested in each lot owner by reason of terrain structure in the Subdivision. Filling or hauling in of any solid fill will not be permitted, except for that fill required around dwelling foundation and driveways.

10. **Additional Structures.** No trailer, garage, barn, shack, outbuilding or incomplete dwelling shall be used either temporarily or permanently as a dwelling or residence. One camper trailer or horse trailer may be stored on lot. Any other equipment, camper, horse trailers, etc. must be enclosed. No unattached garage, barn, shack, or other type of outbuildings shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location thereof shall be submitted to and be approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and a finish grade elevation.

11. **Architectural Control.** No buildings or structures of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In addition, plans and specifications, and plans showing the location thereof, for the construction of driveways, culverts, pavement of any kind, or markers shall be submitted to and receive the approval of the Architectural Control Committee before any construction or installation thereof shall begin. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback lines. The Architectural Control Committee shall receive an application a minimum of twenty-one (21) days prior to building permit request.

12. **Construction Time.** All external work in the construction of any building shall be completed within six (6) months from the date of issuance of building permit. An extension of this time may be granted for good cause shown by the Architectural Control Committee through a written application to the Architectural Control Committee from the builder or lot owner.

A. Driveways and landscaping to be installed within *one* hundred and eighty (180) days of occupancy of home. An additional sixty (60) day extension for driveway placement will be automatically allowed upon written request for same. Driveways to be concreted, blacktopped or a surface acceptable to the Architectural Control Committee.

B. Landscaping. Each homeowner shall install a 'dusk to dawn' yard light. Upon completion of buildings, driveways and final grading, trees shall be planted either by the contractor or the homeowner of size, distance and type of tree as per Lake County Planning Commission ordinance. If exact locations are not stated, tree shall be planted twenty-five feet (25') from the curb and no closer together than thirty feet (30'), nor farther apart than sixty feet (60'). Failure to complete any of items #12 shall be declared a violation of said covenants and measures prescribed in the Home Owners Association shall be implemented.

13. **Architectural Control Committee.** The Architectural Control Committee is composed of the following members: Ed Pruim or his designee. The Committee may designate a representative to act for it. In the event of the death or resignation of a

member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to live completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Liability of Committee: Review and approval of any application and or plans, pursuant to this Paragraph, by the Architectural Control Committee, is made on the basis of aesthetic considerations only. The Committee shall not be responsible for the structural integrity, soundness of the approved construction or modifications, compliance with building codes and other governmental requirements, or the value of any improvement. Neither the Committee, its Members, nor the Declarant shall be liable for any injury, damage or loss arising out of the construction of the approved plans.

14. Homeowners Association. An Association, comprised of the owners of the lots in the Subdivision, shall be formed once more than fifty percent (50%) of the available lots have been sold. The Association's purpose shall be to ensure high standards of maintenance and operation of all property in the Subdivision reserved for the common use of all residents and owners of properties therein. The Homeowners Association shall be formed only when maintenance to the common areas is needed, and only to the extent that said maintenance is to be performed. Every record owner of a fee simple interest in the lots in the Subdivision shall become and be a member of the Association when so formed, and each such member shall be entitled to one vote for each lot owned by him on each matter submitted to a vote of members, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Each platted lot on the Plat of the Subdivision shall be deemed to be a separate lot, entitling the owner thereof to one vote for each such hill lot owned.

15. Powers and Duties of the Association. The Association shall have the following powers and duties with respect to this Subdivision:

- A. To the extent such services are not provided for by any governmental body:
 - (1) To provide for the care and maintenance of non-municipal owned property in the Subdivision, which may or may not be included in the fee simple ownership of any lot owner. Said property may be an easement for drainage or detention or retention ponds. Care and maintenance will include payment of any applicable taxes and insurance for said property.
 - (2) To create and manage financial reserves to provide for the foregoing duties.
- B. It shall be the responsibility of the owners to keep their lots neat and clean, and lawn mowed or landscaped. The owner of any lot on which a dwelling has not been built shall mow the lot not less than once monthly. The Association shall have the right to furnish the labor and/or materials to bring any untidy lot up to a standard approved by the Association. In such event, the owner of said lot shall pay to the Association an

amount equal to all direct and indirect costs and expenses incurred by the Association in furnishing such labor and/or materials or have the same furnished. The amount that the owner of such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel and shall be enforceable in the same manner as an assessment pursuant to Item 16.

16. Method of Providing General Funds.

A. For the purpose of providing a General Fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Officers of the Association shall determine for each year, the total amount required for such year. If such amount, or any portion thereof, is approved by a majority number of votes available to all members of the Association, then the Association may levy an annual assessment for property over which it has jurisdiction. Each owner of a lot shall be assessed an equal amount. Such amount shall be determined by dividing the total amount needed by the number of lots within the Subdivision, and such amount shall be assessed against each owner of each lot. The General Fund shall be assessed only to the extent that said funds are required for the purposes stated herein. At no time shall the General Fund collect or maintain an account that exceeds the amount required for the specified maintenance and improvements on the Subdivision in the year of assessment.

B. In the event of the failure of any owner to pay any assessment on or before sixty (60) days following notice to such owner of such assessment, or the scheduled due date thereof, then such assessment shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from the date thereof to the date of payment. The Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, and/or as a lien on said real estate. The Association may, at its discretion, file certificates of non-payment or assessment in the Office of the Recorder of Lake County, Indiana, whenever any such assessments are delinquent. For each certificate so filed, in addition to all other sums due it, the Association shall be entitled to collect from the owner or owners of the real estate described therein, a fee of Twenty-five (\$25.00) Dollars, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectable in the same manner as provided for herein for the original assessments, and are in addition to the principle and interest due on such original assessments. Any such lien shall be collectable in any manner as provided for by law, including the right to file suit to collect same. Any expense, costs, or fees, including reasonable attorney's fees, incurred by the Association in enforcing the obligation of the owner to pay any such assessments and fees, shall be assessed against such owner and may be recovered from him in the same manner as

provided for in the original assessments. No lien for assessments shall be enforceable against a bona fide purchaser for value, without notice of the assessment against the property, unless a notice thereof has been recorded with the Recorder of Lake County, Indiana, before such purchaser acquired an interest in the assessed property.

- C. Each lien shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed against the property for the collection of the assessment, in which case, the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

17. Expenditures Limited. The Association shall not expend more money within any one year than the total amount of assessment for that particular year, plus any reserves, which it may have on hand. The Association shall not enter into any contract binding the assessment of any future year and no such contract shall be valid or enforceable against the Association. The terms of this provision may be waived in the event of any emergency, upon the written consent of two-third (2/3) of the total number of votes available to members of the Association.

18. Limitation on the Association. Nothing herein contained shall be construed as requiring that the Property Owners Association act continuously and without interruption in activities on behalf of the property owners. The powers granted to the Association under this instrument are to be exercised by the Association when necessary and for the community purposes of drainage, maintenance, mowing and other powers as specifically set forth in item 15 hereof.

19. Term. It shall be the responsibility of all lot owners (100%) to maintain and upkeep the retention ponds and storm sewers. This responsibility shall be whatever deemed necessary so they may function in such a manner as to which they were designed for uninhibited flow of water. These covenants are to run with the land and shall be binding upon all lots, the owners thereof, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by one hundred percent (100%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that such agreement shall only be affected if made and recorded one (1) year prior to the effective date of such change.

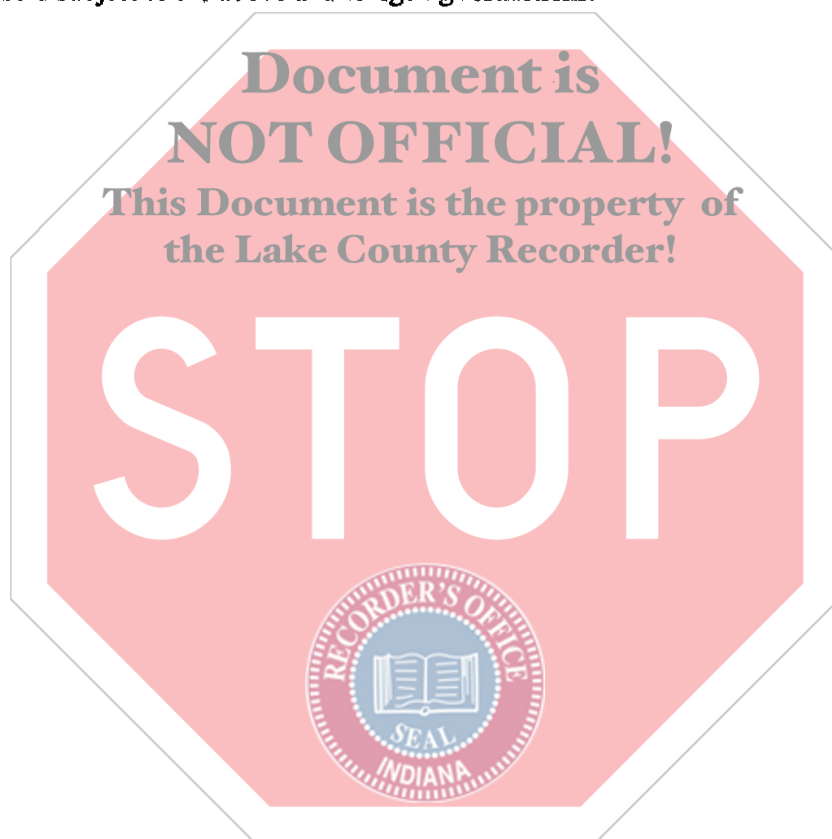
20. Enforcement. In addition to any other legal rights, the owner, or owners, present or future, of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the covenants set forth herein, or any of them, in addition

to the right to bring an ordinary legal action for damages. In no event shall the failure to enforce any violation of the covenants set forth herein be deemed to be a waiver of right to do so as to any similar or other violation hereof.

21. Severability. 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.

22. Throughout this document, the masculine gender shall be deemed to include the feminine and/or neuter, the singular the plural, and vice versa, wherever required by the context.

23. The undersigned owner of Misty Hills Estates further declares, for the benefit of all persons purchasing lots in Misty Hills Estates Subdivision, that all of the lots shall be sold subject to the above and foregoing restrictions.



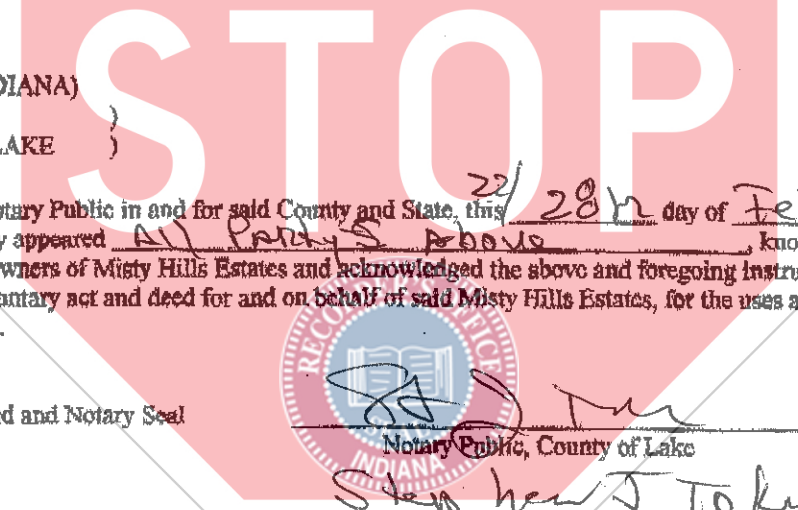
Misty Hills, Unit #3
Property Owners/Covenant Signatures

<u>Edward H. Truman</u>	Date
<u>Bernette Truman</u>	Date
<u>NV Life Ventures Inc. Spudon Pm</u>	Date
<u>M/S Builders LLC Olin Oura</u>	Date 2-22-07
<u>James Brothers Inc. [unclear] me</u>	Date 2/26/07
<u>[unclear] James A. [unclear]</u>	Date 2/26/07
<u>[unclear] [unclear]</u>	Date 2-27-07
<u>[unclear]</u>	Date 2-27-07
<u>[unclear] [unclear]</u>	Date 2-27-07
<u>[unclear] John [unclear]</u>	Date 2/27/07

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NOT OFFICIAL!

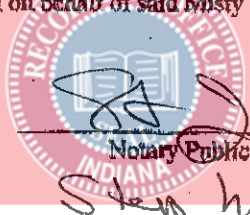
This Document is the property of
the Lake County Recorder!



STATE OF INDIANA)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 22nd day of February 2007, personally appeared All Parties Above, known to me to be the Owner/Owners of Misty Hills Estates and acknowledged the above and foregoing instrument to be his free and voluntary act and deed for and on behalf of said Misty Hills Estates, for the uses and purposes therein set forth.

Witness my hand and Notary Seal



Notary Public, County of Lake

Stephan J. Tokun
Printed

My Commission Expires:

12/05/2007

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: [Signature]

Misty Hills, Unit #3

Legal Description:

That part of the South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 3, Township 33 North, Range 9 West of the Second Principal Meridian, bounded and described as follows: BEGINNING at the Southeast corner of Lot 59 in Misty Hills Unit Two, being a subdivision, as recorded per Document No. 2004 047651, of part of the South Half of the Southwest Quarter of said Section 3; thence North $00^{\circ}33'34''$ East 290.00 feet along the East line of said Lot 59, to the Northeast corner of said Lot 59; thence North $06^{\circ}05'13''$ West 80.54 feet along the Easterly line of 156th Street as dedicated in said Misty Hills Unit Two, to the Southeast corner of Lot 44 in said Misty Hills Unit Two; thence North $00^{\circ}19'14''$ East 332.46 feet along the East line of said Lot 44 and its extension North, to the North line of the South Half of said Southwest Quarter of Section 3; thence South $89^{\circ}15'20''$ East 113.94 feet along said North line, to the West line of the Southwest Quarter of the Southeast Quarter of said Section 3; thence South $89^{\circ}10'20''$ East 1327.34 feet along the North line of said Southwest Quarter of the Southeast Quarter, to the East line of said Southwest Quarter of the Southeast Quarter; thence South $01^{\circ}01'01''$ East 714.77 feet along East line; thence North $76^{\circ}40'29''$ West 326.24 feet; thence Southerly 60.21 feet along the arc of a circle of 240.00 feet radius convex Easterly having a chord bearing South $20^{\circ}30'44''$ West, to a point of tangency; thence South $27^{\circ}41'57''$ West 37.65 feet; thence North $62^{\circ}18'03''$ West 80.00 feet; thence North $89^{\circ}26'26''$ West 1023.22 feet, to the herein designated POINT OF BEGINNING, in Lake County, Indiana

