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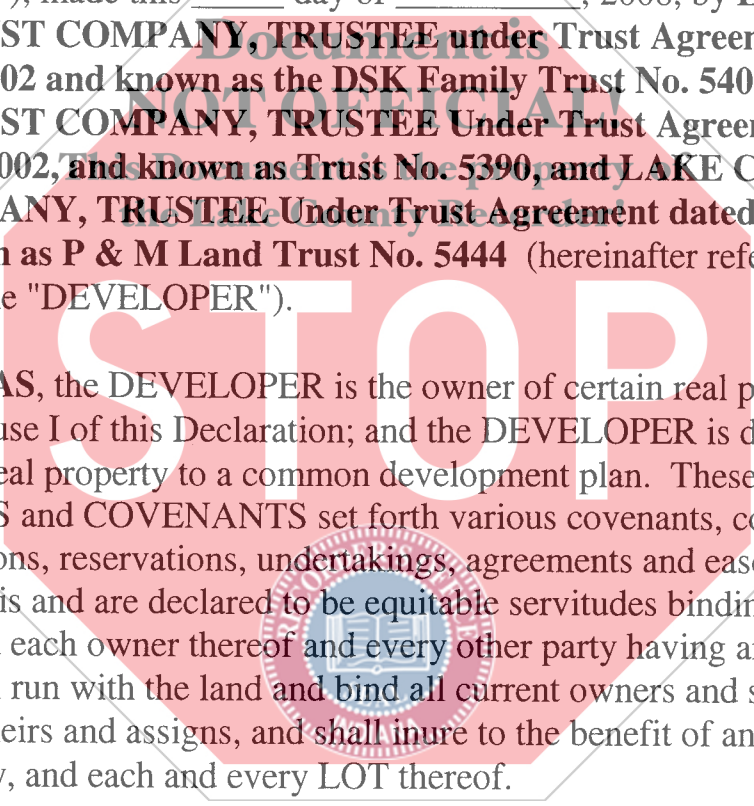
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MICHAEL A. BROWN  
RECORDER

**DECLARATION OF RESTRICTIONS  
AND COVENANTS FOR  
DEER RIDGE SOUTH,  
LAKE COUNTY, INDIANA**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR DEER RIDGE SOUTH, LAKE COUNTY, INDIANA (hereinafter "COVENANTS"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **LAKE COUNTY TRUST COMPANY, TRUSTEE** under Trust Agreement dated November 1, 2002 and known as the DSK Family Trust No. 5400, **LAKE COUNTY TRUST COMPANY, TRUSTEE** Under Trust Agreement dated December 18, 2002, and known as Trust No. 5390, and **LAKE COUNTY TRUST COMPANY, TRUSTEE** Under Trust Agreement dated February 18, 2003 and known as P & M Land Trust No. 5444 (hereinafter referred to collectively as the "DEVELOPER").

**WHEREAS**, the DEVELOPER is the owner of certain real property described in Clause I of this Declaration; and the DEVELOPER is desirous of subjecting said real property to a common development plan. These RESTRICTIONS and COVENANTS set forth various covenants, conditions, restrictions, options, reservations, undertakings, agreements and easements, each and all of which is and are declared to be equitable servitudes binding upon said real property and each owner thereof and every other party having any interest therein, and shall run with the land and bind all current owners and successors in title or interest, heirs and assigns, and shall inure to the benefit of and pass with said real property, and each and every LOT thereof.



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**Deer Ridge South**

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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**NOW, THEREFORE,** DEVELOPER hereby declares that the real property described in and referred to in Clause I hereof, is, and shall be, held, transferred, sold, conveyed, and occupied subject to these COVENANTS.

**CLAUSE I.  
PROPERTY SUBJECT TO AND BENEFITTING  
FROM THIS DECLARATION**

**DEER RIDGE SOUTH.** The real property, which is the property subject to and benefitted by these COVENANTS, shall be held, transferred, sold, conveyed, used, and occupied subject to these COVENANTS is commonly known as DEER RIDGE SOUTH SUBDIVISION, located in Lake County, Indiana, (herein sometimes referred to as the "SUBDIVISION") and is legally described as follows, to-wit:

Lots One (1) through and including Twenty-Eight (28), Private Park - A-, and Private Park -B- in Deer Ridge South Subdivision, an Addition to Lake County, Indiana, as per plat thereof, recorded as Document No, 2007 025988 in Plat Book 101, Page 17, in the Office of the Recorder of Lake County, Indiana.

Said real property is included in Parcel Numbers 03-07-0015-0007, 03-07-0015-0128, and 03-07-0015-0146. The new parcel numbers for said real estate are Parcel Numbers 03-07-0395-0001 through and including 03-07-0395-0030.

Said real estate is hereinafter referred to as the "Real Estate" or the "Subdivision" of "SUBDIVISION". Each of the lots located within said Real Estate, but excluding Private Park -A- and Private Park -B-, is hereinafter referred to as a "LOT" (or "LOTS" when referring to all of said lots, or "LOTS" when referring to more than one lot).

**CLAUSE II.  
GENERAL PURPOSES OF THIS DECLARATION**

The SUBDIVISION is subject to these COVENANTS to promote proper use and appropriate development and improvement of DEER RIDGE SOUTH SUBDIVISION and every part thereof; to protect each and every owner of any part of DEER RIDGE SOUTH SUBDIVISION against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of DEER RIDGE SOUTH SUBDIVISION and the use and enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type and quality of improvement in DEER RIDGE SOUTH SUBDIVISION consistent with these COVENANTS. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all of the LOTS in said DEER RIDGE SOUTH SUBDIVISION and their respective legal representatives, heirs, successors, grantees, and assigns.

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**CLAUSE III.  
GENERAL RESTRICTIONS**

**1. LAND USE.** Each LOT shall be used exclusively as a site for a SINGLE FAMILY dwelling for private residence purposes by only one family (hereinafter "DWELLING"). Prior to the time that legal title to a LOT is first transferred from the DEVELOPER to an owner, the DEVELOPER shall be permitted to resubdivide or replat said LOT and, in addition, the DEVELOPER shall be entitled to dedicate additional roadways and easements over and across said LOT(s). Once the DEVELOPER transfers legal title from itself to an owner, no further resubdivision shall be permitted and no LOT owner shall provide easements or access over and across said LOT to any other real estate without the express written permission of the DEVELOPER.

**2. DWELLING SIZE.** The minimum square footage of the above grade, finished and heated living area (which shall exclude any area in a garage or basement) shall be 2,200 square feet on the main level for a ranch-style DWELLING, and 2,350 square feet for all other permitted styles. No bi-levels or raised ranches shall be permitted to be built on any LOT within the

SUBDIVISION, but a ranch DWELLING with walk-out or lower level (below grade) basements shall be permitted. Each DWELLING shall have an attached two (2) or more car garage (i.e., 2 car attached garage minimum).

**3. ARCHITECTURAL CONTROLS.** Architectural controls shall be established by an ARCHITECTURAL CONTROL COMMITTEE and shall be in effect to govern the site plan, design, and style of the DWELLING and/or associated structures, final grading of the LOT, and quality of materials (see "Check List of Requirements for Construction"). The ARCHITECTURAL CONTROL COMMITTEE shall consist of the DEVELOPER, or its designated agent(s), or assignees. After all LOTS have been built upon, or at such earlier time as the DEVELOPER deems appropriate, the architectural control of the SUBDIVISION shall be vested with and continued by the Deer Ridge South, Home Owner's Association, thereby turning over complete architectural control to the property owners themselves, and the DEVELOPER shall thereupon be relieved and discharged from all such duties so assigned.

The LOT owner is the person who has the authority, ability and the responsibility to control their LOT, their employees, their guests, their invitees, and to hire and fire their contractors, their subcontractors, and their material suppliers. Therefore, neither the other LOT owners, nor the DEVELOPER, nor the ARCHITECTURAL CONTROL COMMITTEE, nor the Home Owner's Association (HOA), nor any agent(s) thereof, shall be responsible in any way for any defects in plans, specifications, survey, materials, workmanship, or other such items, nor for any other defects thereto. By purchasing a LOT within the SUBDIVISION and/or by building upon said LOT, the "then current" LOT owner accepts full responsibility (financial and otherwise) for their own acts and omissions and the acts and omissions of their guests, their invitees, their contractors, their subcontractors, their material suppliers, and their respective employees, and said LOT owner shall pay for and reimburse the DEVELOPER, the HOA and any other LOT owners who have incurred or sustained losses, damage, costs, and reasonable attorney fees as a result of said actions. This paragraph shall include all intentional or unintentional: acts, errors, omissions, damage, or other actions, to one's own property and/or the property of others, and/or damage to the roads within the SUBDIVISION.

Approval of all plans, specifications and survey(s) by the ARCHITECTURAL CONTROL COMMITTEE shall be required prior to the

construction of any dwelling or structure. A current survey (prepared by a licensed surveyor and not altered in any way) shall be submitted showing the location of property lines, all existing and proposed structures, existing and proposed grades, well(s), sewers, landscaping, and fences. DWELLING styles shall be compatible with the existing area and the contour of the land. Diversity in DWELLING styles, roof lines and appearance shall be encouraged (identical homestyles will be discouraged). At least twenty-five percent (25%) of the exterior of the entire DWELLING and/or structure shall be masonry. In lieu of traditional face brick or masonry, the ARCHITECTURAL CONTROL COMMITTEE may, at its sole discretion, approve the use of faux rubble stone foundation on the structure, paving brick on the driveway, or other aesthetically pleasing use of masonry materials on the site in order to meet part of the twenty-five percent (25%) masonry requirement. The minimum allowable roof slope shall be 4' rise in 12' run. Only site built DWELLINGS shall be permitted. No building, nor any structure, shall be moved to any LOT in the SUBDIVISION. No modular, nor mobile homes, shall be allowed. No temporary structures shall be allowed.

A written copy of all plans, specifications and a current survey shall be submitted by mail or bona-fide courier, return receipt requested to the ARCHITECTURAL CONTROL COMMITTEE and is subject to its written approval. Prior to the ARCHITECTURAL CONTROL COMMITTEE granting approval of any improvements, the LOT owner shall install a temporary, high visibility, 4' high (minimum) construction/safety fence entirely surrounding all of the proposed improvements, with only one opening not to exceed 25' wide located at the driveway. Said safety fence shall be kept in good repair and maintained by the LOT Owner in a professional, workmanlike manner during the entire construction period and shall be removed within two (2) weeks after the Certificate of Occupancy has been granted.

Approval or disapproval shall be given by the ARCHITECTURAL CONTROL COMMITTEE in writing within thirty (30) days after receiving COMPLETE plans, specifications, survey, and after compliance with the above mentioned safety fencing requirement. Construction may commence once approval is granted, or in the event neither written approval nor disapproval is obtained within forty (40) days after the required plans, specifications and survey are received by the ARCHITECTURAL CONTROL COMMITTEE. Whether approval is granted by the ARCHITECTURAL CONTROL COMMITTEE or by default, all improvements shall conform to these COVENANTS. The

DWELLING owner shall notify the ARCHITECTURAL CONTROL COMMITTEE in writing, by mail, return receipt requested, of the issuance of the certificate of occupancy. The ARCHITECTURAL CONTROL COMMITTEE may inspect the improvements after this notification for compliance. All construction shall be completed within twelve (12) months from the date of issuance of the building permit. The primary residence on said LOT shall be built by a licensed and bonded general contractor or a LOT owner who has successfully passed the general contractor's licensing examination given by the appropriate governmental authority. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**4. ADDITIONAL STRUCTURES.** No trailer, garage, barn, storage shed, outbuilding, or any other additional structure shall be used either temporarily or permanently as a dwelling or residence. No trailers, boats, motor vehicles, recreational vehicles or other such items are permitted to be stored on any LOT for a period of time in excess of two (2) weeks, unless said personal property is stored in a fully enclosed building. No unattached or attached garage, barn, storage shed, outbuilding, or any other structure shall be placed, erected or altered on any LOT until the complete construction plans, site plan and specifications are approved pursuant to the above section entitled, "ARCHITECTURAL CONTROL." Notwithstanding anything contained herein to the contrary, no more than one (1) of the following additional structures: detached garage, barn or storage shed or outbuilding, shall be permitted on each LOT. The total square footage of said additional structure shall not exceed 250 square feet, and the material used on the exterior of said structure shall be the same as the material used on the exterior of the primary residence located on said LOT. The appearance of the additional structure shall match, as closely as possible, the design, character, style and masonry requirements of the primary residence. Said structure shall be located in the rear yard and situated in a location such that it is minimally visible from the street.

**5. BUILDING LOCATION.** No DWELLING, garage, or other structure shall be located closer than 12.5 feet (or a greater distance required by applicable building codes or as shown by the easement dimension on the recorded plat of SUBDIVISION) from a side property line. No DWELLING, garage, or other structure shall be located closer to the street than the distance as shown by the building line dimension on the recorded plat of SUBDIVISION from the front

property line. All surveys must specifically show the DWELLING, building sidelines, front setback line, and rear setback line, and any additional requirements herein.

**6. WOODLANDS PRESERVATION.** No tree over 6" in diameter, measured 1 foot above grade, shall be removed without good cause. Good cause shall be limited to those trees which are necessary to build one's home, drive, sewer line, garage, or other permitted structure, or those trees which have been found to be dead, dying, diseased, or pose a hazard to person or property, as attested to by a qualified tree surgeon.

**7. FENCES.** Metal fences and/or vinyl coated metal fencing and support posts shall not be erected on any LOT in the SUBDIVISION. All fences shall be constructed of such other materials and in a manner which does not detract from the natural quality and aesthetic appearance of the existing geographic areas within the SUBDIVISION. In addition, no fence of any kind shall be erected, placed or maintained in the area between the rear, exterior wall of the main dwelling structure located on the LOT and the front property line. Any fences constructed within this development shall be kept in good repair by the LOT owner.

**8. MAINTENANCE OF LOTS AND IMPROVEMENTS.** The owner of any LOT in the SUBDIVISION shall, at all times, maintain the LOT and any improvements situated thereon in such a manner as to prevent the LOT or improvements from becoming unsightly; and, specifically, such owner shall:

- (i) Remove all debris or rubbish.
- (ii) Prevent the existence of any other item(s) that reasonably tend(s) to detract from or diminish the aesthetic appearance of the SUBDIVISION.
- (iii) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.
- (iv) The non-heavily wooded portions of all LOT(s) shall be mowed at least one (1) time monthly during the months of May, June, July, August, September, and October, and more often as is necessary to maintain the vegetative cover thereof at a height of nine (9") inches or less. Should, for any reason, a vacant LOT(s) not be mowed at least once per month, the Developer or the HOA

may mow it, or the Developer or the HOA may contract for the work on behalf of the LOT owner. If the Developer or the HOA performs the work, the minimum charge shall be \$100.00 per occurrence, or \$100.00 per hour, whichever is greater. If a contractor performs the work, the actual cost of the contractor's bill, plus twenty-five percent (25%) for overhead and handling, shall be charged to the LOT owner. In either case, the Developer or the HOA shall bill the LOT owner for the work, and if the LOT owner does not pay the bill within fifteen (15) days of mailing said bill, the Developer or the HOA may file a lien upon the LOT which will include reasonable attorney fees, plus interest at two percent (2%) per month, without relief from valuation or appraisal laws. In the case of a LOT with a dwelling built upon it, the owner shall mow the lawn areas at such additional times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds as may be required to maintain the lawn areas in an attractive condition.

**9. NUISANCES.** No noxious or offensive activity shall be carried on or upon any LOT, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the other LOTS within the SUBDIVISION. No waste, trash or garbage of any sort shall be allowed on any LOT.

**10. ANIMALS.** No livestock, poultry or any other farm animal(s) shall be kept on any LOT. Only domesticated house pets shall be excepted from this provision.

**11. WEAPONS.** The use of firearms within the SUBDIVISION is strictly forbidden. No hunting, target practice, nor any other use of firearms or other weapons is allowed.

**12. CONSTRUCTION OF DRIVEWAYS.** All driveways or other entrances to any LOT in the SUBDIVISION from the dedicated streets in the SUBDIVISION shall be paved with at least two inches (2") of black top (asphalt) or four inches (4") concrete over a base of six inches (6") of stone base material. It is recommended that the stone base be in place prior to tree clearing, and it is required that the stone base be in place prior to any foundation excavation. Weather permitting, the final surface of the driveway shall be paved no later than thirty (30) days after occupancy.



**13. OVERNIGHT PARKING.** No trucks or other similar vehicles having a load rating in excess of one (1) ton shall be parked on any of the streets or LOTS of the SUBDIVISION in excess of twenty-four (24) hours.

**14. LANDSCAPING.** All landscaping shown on the initial plans and specifications of the DWELLING as approved by the ARCHITECTURAL CONTROL COMMITTEE and such other landscaping as is necessary for the integrity of the SUBDIVISION shall be completed by the LOT Owners within thirty (30) days of occupancy, weather permitting. The minimum landscaping requirement herein shall consist of at least four (4) trees (at least 2" in diameter measured 3' above ground) in the front yard of the LOT **AND** at least four (4) bushes or shrubs in the front yard of the LOT, and the seeding, hydro-seeding, or sodding of entire disturbed area on the LOT. Existing trees, if left undisturbed and undamaged may qualify towards the landscaping requirements.

**15. YARD FIXTURES.** Clothes lines, either permanent or temporary, shall not be permitted on the exterior of any structure or on any LOT within this SUBDIVISION. Automatic dusk to dawn yard lighting shall not be permitted. Lighting energized by motion detection devices shall be permitted, as long as the lights reset (turn off) within ten (10) minutes after being energized. Manually controlled or timer controlled outdoor lighting shall be permitted so long as said outdoor lights are turned off within ten (10) minutes of being energized. Low wattage (less than 13 watts per bulb or fixture) walkway & landscape lights (located less than 2' above grade) are exempt from this provision.

**16. SANITARY SEWER CONNECTIONS.** No basement level or below grade sanitary plumbing fixtures shall be connected directly, via gravity flow to the sanitary sewer. An ejector-type sanitary pump shall be required for DWELLINGS with plumbing fixtures located below grade. No roof drains, footing drains, garage drains, floor drains, storm water or ground water shall be allowed to flow to, or enter into, any sanitary sewer.

**17. SOIL AND EROSION CONTROL.** The LOT owner is responsible for maintaining adequate soil and erosion control measures for said owner's LOT, including, but not limited to:

- a. All LOT owners and their builders are required to take all erosion control measures, including those contained in Rule 5 of 327 IAC 15 (et. al.),

Storm Water Run-Off Associated with Construction Activity, as the plan applies to "land disturbing activity" undertaken by the LOT owners and/or their builder and/or their builders' subcontractors, and are required to comply with the soil and erosion control measures of Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures used by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

b. The LOT owner shall indemnify, pay for, and hold DEVELOPER harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by the LOT owners, their builder and their builders' subcontractors, and their respective employees, agents, and/or subcontractors.

c. At the minimum, prior to beginning of any construction and during all construction, the LOT owner shall erect and properly maintain (i) silt fencing along the front and sides of the owner's LOT, and park frontage LOTs shall have silt fencing along the entire park side of the property, and (ii) the required screens on those curb inlet drains into which storm water drains from the LOT, and (iii) keep the street clean and free of soil erosion from their LOT. Adequate silt and erosion control is the LOT owners' responsibility. Should, for any reason, a LOT owner fails to maintain adequate soil and erosion measures, and soil and/or erosion leaves the LOT, the DEVELOPER may, but is not obligated to, clean the soil and/or erosion, or the DEVELOPER may contract for the work on behalf of the LOT owner. If the DEVELOPER performs the work or contracts for said work, the minimum charge shall be \$100.00 per occurrence, or \$100.00 per hour, plus material and equipment charges, whichever is greater, which shall be in addition to the indemnification rights of the DEVELOPER under Paragraph 17.b. above. If a contractor hired by the DEVELOPER performs the work, the actual cost of the contractor's bill, plus twenty-five percent (25%) for overhead and handling, will be charged to the LOT owner. In either case, the DEVELOPER shall bill the LOT owner for the work, and if the LOT owner does not pay the bill within fifteen (15) days of mailing said bill, or does not indemnify the DEVELOPER as required

under Paragraph 17.b. above, the DEVELOPER may file a lien upon the LOT and pursue collection of payments due, which will include reasonable attorney fees, plus interest at two percent (2%) per month, without relief from valuation or appraisal laws. This document shall serve as notice of intent to file a lien for Soil and Erosion clean up. All costs of lien filing and costs of collection, including but not limited to attorney fees and court costs will be added to the amount owed by the LOT owner.

d. All driveways and entrances to any LOT shall be covered with at least six (6) inches of stone base course. It is recommended that the stone base course be in place prior to tree clearing, and it is required that the stone base be in place prior to any foundation excavation. Said stone driveway shall be maintained in good condition at all times. Adequate silt fencing, and other erosion control measures are the sole responsibility of the LOT owner. No silt, sediment, erosion or soil shall be permitted on the roadways of the SUBDIVISION, nor shall any such items be permitted to leave one's property.

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CLAUSE IV,  
GENERAL PROVISIONS

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1. **SEVERABILITY.** In the event that any part(s) of these 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.

2. **INITIAL TERMS AND EXTENSIONS.** These COVENANTS shall run with the land and shall be binding on all parties, persons, or entities claiming under them or 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 10 years, unless a signed agreement by seventy-five percent (75%) (or more) of the then current property owners of said LOTS has been recorded, modifying these COVENANTS in whole or in part. Notwithstanding the foregoing provisions, no changes, amendments, or modifications to these COVENANTS that would increase any of the DEVELOPER'S obligations shall be made unless and until the DEVELOPER expressly agrees and consents in writing to such changes, amendments, or modifications.

**3. REMEDIES.** The DEVELOPER and any owner or owners, present or future, of any land or LOT included in said SUBDIVISION shall be entitled to injunctive and/or other equitable relief against any violation, or attempted violation, of the provisions hereof, and also damages for any injuries resulting from any violation 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 fees and other costs and expenses incurred in the enforcement of the provisions of these COVENANTS from any owner or owners in violation of the same.

**4. ASSIGNMENT BY DEVELOPER.** The DEVELOPER reserves the right to assign all or any 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 Deeds of Lake County, Indiana and DEVELOPER shall thereupon be relieved and discharged from all such duties so assigned.

**5. FAILURE TO ENFORCE.** Enforcement of these COVENANTS is a right that is available to all "then current" LOT owner(s), the DEVELOPER, the ARCHITECTURAL CONTROL COMMITTEE, and/or the HOA. While the right to enforce is an option, there is no duty or obligation to enforce placed upon any such party. The failure to enforce any of these COVENANTS by any LOT owner, the DEVELOPER, the ARCHITECTURAL CONTROL COMMITTEE, and/or the HOA, shall not constitute a waiver or a continuing waiver, nor shall it create a waiver of any subsequent breach of the same, similar, or different term, condition, restriction, or covenant. No such failure to enforce shall entitle any LOT owner to claim, sue for, or receive any damages or other payment with respect to such failure to enforce from any other LOT owner, the DEVELOPER, the HOA, the ARCHITECTURAL CONTROL COMMITTEE, and/or any other entity. In addition, if any other LOT Owner(s), the DEVELOPER, the HOA, the ARCHITECTURAL CONTROL COMMITTEE, and/or any other entity(s) is named by any LOT Owner in any legal action for failure to enforce, the other LOT Owner(s), the DEVELOPER, the HOA, the ARCHITECTURAL CONTROL COMMITTEE and/or any other entity(s) shall be entitled to recover their reasonable attorney fees, costs and expenses incurred in defending said action from said LOT Owner that named them in any legal action for failure to enforce.

**6. INTERPRETATION.** The DEVELOPER and the HOA (jointly) may interpret or clarify the meaning of any of these COVENANTS or any portion thereof. For instance, should the LOT owner desire to use new or innovative building materials, new types of construction, or other items not specifically addressed herein, the DEVELOPER and the HOA may consider those items on a case-by- case basis. If such interpretation is by a written document, duly executed by the DEVELOPER and the HOA, and recorded with the Lake County Recorder's Office, the same shall interpret or clarify the meaning of the COVENANTS for the mutual benefit and protection of the SUBDIVISION and shall hence forth be binding upon the SUBDIVISION's LOT owners and their respective legal representatives, heirs, successors, grantees, and assigns.

**7. MISCELLANEOUS.** The titles preceding the various paragraphs and subparagraphs of these COVENANTS are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of these COVENANTS. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter. The word "Owner", "OWNER" or "owner" shall be defined for purposes of this Agreement as a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title to a LOT, and any executors, heirs, legatees, successors, and assigns thereof.

**8. NOTICE.** Except as otherwise expressly provided herein, all notices to be given hereunder shall be given in a writing that is sent by registered or certified mail, return receipt requested, and shall be deemed to have been received on the day following the mailing thereof.

**9. NON CONFORMING IMPROVEMENTS.** LOT 1 contains an existing DWELLING, which pre-dates the SUBDIVISION. As such, LOT 1 is "GRAND-FATHERED" and it is exempt from the architectural requirements contained herein. Any non-conforming improvement(s) that exist(s) as of the date upon which these COVENANTS are first recorded shall be "GRAND-FATHERED" and shall be exempt from those individual, non-conforming provisions until such time as the improvement(s) becomes at least seventy percent (70%) destroyed or damaged. At such time, the improvement(s) on LOT 1 shall be made to conform to these COVENANTS or removed from the LOT.

10. **HOME OWNERS ASSOCIATION.** A Home Owners Association for the SUBDIVISION ("HOA") has been or will be formed as an entity under Indiana law. Although the purpose, powers, rights, procedures, rules, and other matters are or will be set forth in the documents that create and govern the HOA, said documents shall contain the following provisions:

**A. MEMBERSHIP** – The Owner(s) of record of each LOT within the SUBDIVISION shall be a member of the HOA and consistent with the HOA Articles of Incorporation and the By-Laws, each LOT Owner shall have one (1) vote per LOT owned with respect to all matters that members are entitled to vote on so long as said LOT owner is current on any and all HOA dues, fees assessments and other charges. Membership in the HOA is mandatory for all LOT owners in the SUBDIVISION, and no one may become a member in the HOA unless they are a LOT Owner in the SUBDIVISION.

**B. BOARD OF DIRECTORS** – The initial Board of Directors (Board) shall consist of such persons as the DEVELOPER appoints for a term of no more than six (6) years after the date of said appointment.

**C. ASSESSMENTS, DUES, FEES, AND OTHER CHARGES** – The HOA shall have the right to impose assessments, dues, fees, and other charges (hereinafter referred to collectively as "Assessments") for, among other things, a General assessment fee for parks' maintenance, maintenance of any property owned, controlled, and/or to be maintained by the HOA, reserves for replacements, collection of money owed to the HOA, accounting, administrative, and other matters for the benefit of the common areas, regardless of whether or not the HOA holds title and/or ownership to the property to which such assessments, fees, and other charges relate. All such Assessments shall be allocated in equal shares among and against each LOT, but excluding any additional LOT or LOTS after the first LOT that is owned by a common owner (hereinafter a "Multiple LOT(s)") if: (1) the Multiple LOT(s) is vacant and (2) final approval of a DWELLING has not been given by the Architectural Control Committee for said Multiple LOT(s).

Thus, upon final approval of a DWELLING upon any LOT within the SUBDIVISION by the Architectural Control Committee as provided in these COVENANTS, said LOT shall thereafter be included as a LOT for purposes of allocating such Assessments. Furthermore, any Owner of more than one (1) LOT

shall pay at least one (1) allocated share of the Assessments. All of the Owners of any LOT that is allocated a share of the Assessments shall be jointly and severally liable for the share of the Assessments allocated against said LOT and all related interest and collection costs (including, but not limited to, all attorney fees, court costs, and other costs incurred by the HOA).

**D. LIEN FOR UNPAID ASSESSMENTS, FEES, AND OTHER CHARGES** – The HOA shall have a lien against any LOT for: (1) all unpaid assessments, fees, dues, and other charges allocated against said LOT and/or LOT Owner by the HOA, (2) interest at the rate of two percent (2%) per month on said unpaid amounts, and (3) all costs of collecting said unpaid amounts, including, but not limited to, all attorney fees, court costs, and other costs incurred by the HOA in collecting said unpaid amounts.

**E. COVENANTS CONTROL** — In the event of any conflict between the provisions of the documents that create and govern the HOA and these COVENANTS, the provisions of these COVENANTS shall control and take precedence.

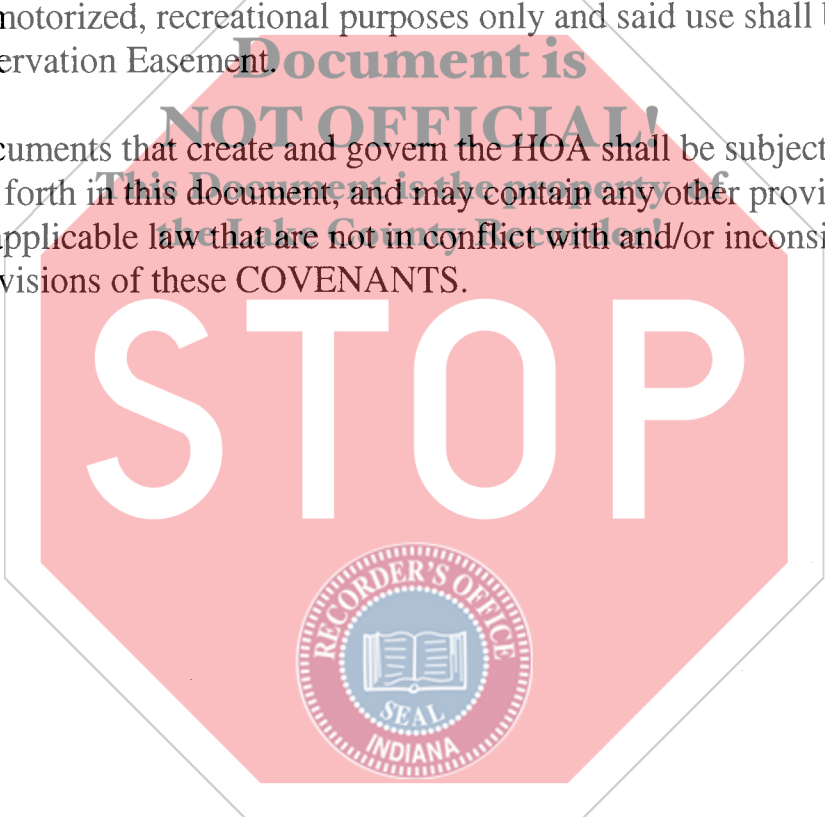
**F. HOA's ACCEPTANCE** — The DEVELOPER reserves the right to transfer title and ownership of Private Park -A-, Private Park -B-, facilities, shared and common items, and any other property for the common use or benefit to the SUBDIVISION to the HOA, and the DEVELOPER may assign any of his rights or duties herein to the HOA, and the HOA shall accept assignment, title and ownership of same upon request of the DEVELOPER. Prior to the transfer of title and ownership of any such shared property within the SUBDIVISION, the DEVELOPER reserves the right to transfer any and all maintenance obligations for same to the HOA and the HOA shall accept such maintenance obligations upon request of the DEVELOPER.

**G. PARKS AND CONSERVATION EASEMENT** – Private Park -A- and Private Park -B- within the SUBDIVISION are subject to a Conservation Easement that was recorded in the Office of the Recorder of Lake County, Indiana on November 7, 2007 as Document No. 2007-088397 (hereinafter “Conservation Easement”). After the HOA is formed, the DEVELOPER will convey fee simple title to Private Park -A- and Private Park -B- to the HOA, which conveyance will be subject to the Conservation Easement. From and after said conveyance, all of the rights and obligations of the DEVELOPER under the Conservation Easement

shall be vested in and undertaken by the HOA, except as otherwise expressly provided in the Conservation Easement and/or the instrument of conveyance. The Owners of each LOT in the SUBDIVISION and the HOA shall comply with the provisions of the Conservation Easement. To the extent that any of the provisions of these COVENANTS conflicts with any of the provisions of the Conservation Easement, the provisions of the Conservation Easement shall control.

**H. USE OF PARKS.** — Private Park -A- is for the exclusive use and benefit of the Owners of each LOT and the members of their immediate family who reside with them at a DWELLING on a LOT in the SUBDIVISION. Private Park -B- is for the exclusive use and benefit of the LOT Owners 1 thru 10 (inclusive) and the members of their immediate family who reside with them at a DWELLING on a LOT in the SUBDIVISION. The Owners of LOT 11 through and including LOT 28 (inclusive) of the SUBDIVISION and the members of their immediate families who reside with them at a DWELLING on any of said lots shall not have use of, nor access to Private Park -B-. The private parks shall be used for non-motorized, recreational purposes only and said use shall be consistent with the Conservation Easement.

The documents that create and govern the HOA shall be subject to the provisions set forth in this document, and may contain any other provisions permitted by applicable law that are not in conflict with and/or inconsistent with any of the provisions of these COVENANTS.





IN WITNESS WHEREOF, the DEVELOPER has voluntarily executed this Declaration of Restrictions and COVENANTS for Deer Ridge South, Lake County, Indiana on this \_\_\_\_ day of \_\_\_\_\_, 2008.

**DEVELOPER:**

LAKE COUNTY TRUST COMPANY,  
TRUSTEE under Trust Agreement dated  
November 1, 2002 and known as the  
DSK Family Trust No. 5400

LAKE COUNTY TRUST COMPANY,  
TRUSTEE Under Trust Agreement  
dated December 18, 2002,  
and known as Trust No. 5390

BY: (See Signature Page Attached)

BY: (See Signature Page Attached)

LAKE COUNTY TRUST COMPANY,  
TRUSTEE Under Trust Agreement dated  
February 18, 2003 and known as  
P & M Land Trust No. 5444

BY: (See Signature Page Attached)



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 31<sup>st</sup> day of March 2008.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 1, 2002, and known as the DSK Family Trust No. 5400.

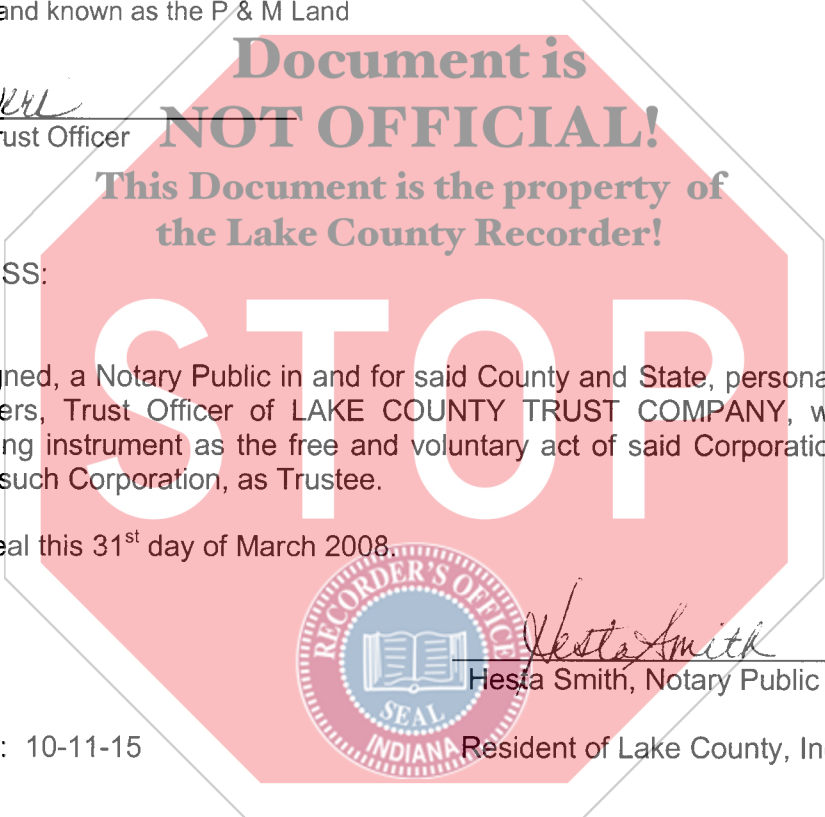
By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement known as Trust No. 5390.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 18, 2003, and known as the P & M Land Trust No. 5444

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 31<sup>st</sup> day of March 2008.

Hesta Smith  
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana

**CHECK LIST OF REQUIREMENTS FOR DEER RIDGE SOUTH (FILL IN ALL BLANKS)**

OWNER'S NAME \_\_\_\_\_  
 CURRENT ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 OWNER'S PHONE (DAY) \_\_\_\_\_ CELL \_\_\_\_\_ (EVE.) \_\_\_\_\_  
 LOT ADDRESS \_\_\_\_\_ LOT # \_\_\_\_\_ IN DEER RIDGE SOUTH  
 GENERAL CONTRACTOR'S INFORMATION: NAME \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_ LICENSE # \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

**1. INCLUDE A SURVEY, DRAWN TO SCALE - SHOWING PROPOSED AND EXISTING IMPROVEMENTS:**

- A. PROPERTY LINES
- B. LOCATION OF DWELLING
- C. LOCATION OF OTHER DETACHED STRUCTURES
- D. BUILDING SETBACK LINES
- E. EASEMENT LINES
- F. UTILITIES
- G. EXISTING GRADES
- H. PROPOSED GRADES
- I. WATER WELL
- J. SEWER TAP
- K. DRAINAGE STRUCTURES
- L. LANDSCAPING
- M. DRIVEWAY
- N. WALKWAY
- O. DECKS
- P. SWIMMING POOL
- Q. FENCES
- R. DIMENSIONS NECESSARY TO PROPERLY LOCATE THE ABOVE
- S. SCALE AND NORTH ARROW
- T. SOIL AND EROSION CONTROL MEASURES

**2. DETAILED BUILDING PLANS and SPECIFICATIONS - A COMPLETE SET OF WORKING DRAWINGS THAT WOULD ALLOW A PROFESSIONAL LICENSED CONTRACTOR TO ACCURATELY CONSTRUCT THE PROPOSED DWELLING. THE DRAWINGS MUST CLEARLY SHOW THE SIZE, LOCATION, AND MATERIAL OF EACH PORTION OF THE STRUCTURE.**

RANCH-STYLE HOUSE \_\_\_\_\_ OTHER PERMITTED STYLE \_\_\_\_\_ (specify the style of house)

If ranch style, what is the square footage of the above grade, finished, and heated living area (excluding basement & garage)?

Total first level \_\_\_\_\_ sq. ft.

If other permitted style, what is the square footage of the above grade, finished, and heated living area (excluding basement & garage)?

first level \_\_\_\_\_ sq. ft.  
 second level \_\_\_\_\_ sq. ft.  
 TOTAL \_\_\_\_\_ sq. ft.

What is the percentage of masonry on the exterior of the DWELLING and/or structure? \_\_\_\_\_ % (attach calculations sheet)

What is the minimum roof slope of the DWELLING and/or structure? \_\_\_\_\_ rise in \_\_\_\_\_' run

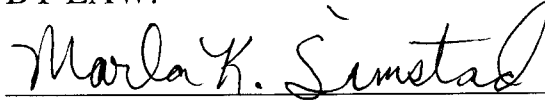
I do hereby certify, represent, and warrant that I am a LOT owner and I will comply with all the COVENANTS for DEER RIDGE SOUTH, and that my LOT shall be improved as shown on the plans submitted and as shown on this checklist.

OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ OWNER'S PRINTED NAME \_\_\_\_\_

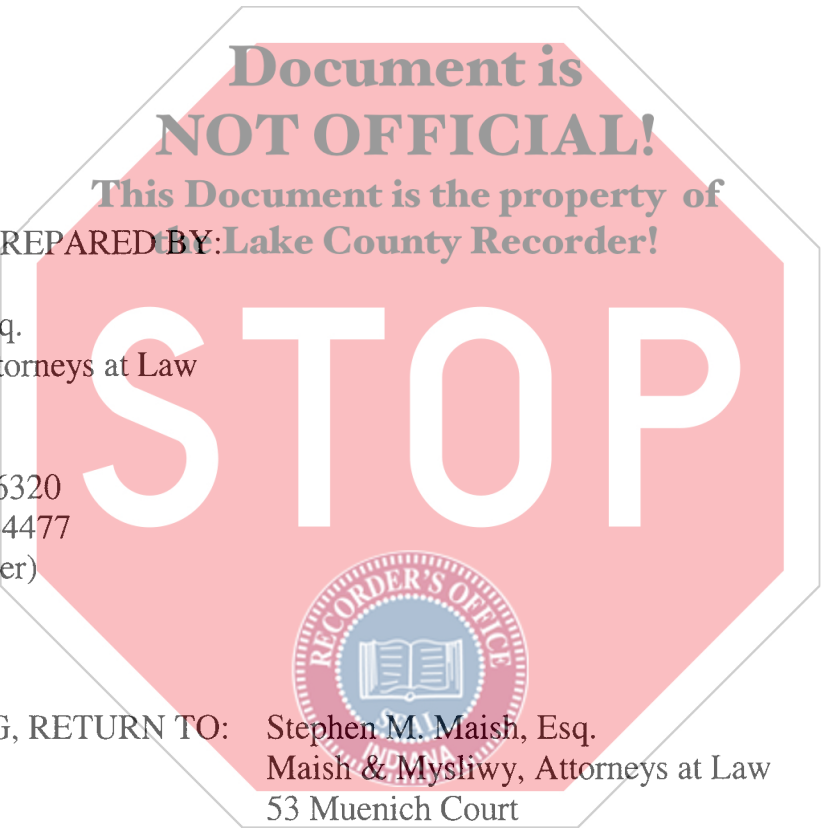
NO APPROVAL FOR CONSTRUCTION SHALL BE GRANTED UNLESS THIS CHECK LIST IS COMPLETED, SIGNED BY THE LOT OWNER(S), AND PROPERLY SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ALONG WITH THE REQUIRED SURVEY, PLANS AND SPECIFICATIONS.

**PREPARER'S CERTIFICATION**

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.



Marla K. Simstad



THIS DOCUMENT PREPARED BY: **Lake County Recorder!**

Stephen M. Maish, Esq.  
Maish & Mysliwy, Attorneys at Law  
53 Muenich Court  
P.O. Box 685  
Hammond, Indiana 46320  
Telephone: (219) 931-4477  
(Attorney for Developer)

AFTER RECORDING, RETURN TO: Stephen M. Maish, Esq.  
Maish & Mysliwy, Attorneys at Law  
53 Muenich Court  
Hammond, Indiana 46320