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STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL D. BROWN  
RECORDER

**PARRISH VIEW DEVELOPMENT  
HAMMOND, INDIANA**

**PLAT COVENANTS AND RESTRICTIONS**



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United Neighborhoods Incorporated (UNI) desires to create an exclusive residential subdivision of single-family residences to be named PARRISH VIEW (the Development). UNI desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development, and to provide for the maintenance and upkeep of the entrance areas, and east parkway space within the Development. UNI will also desire to construct and provide for the maintenance and upkeep of a lighted sign to be located at the park area.

UNI desires to subject the real property described herein to the covenants, conditions, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

**NOW, THEREFORE,** UNI, by this Declaration, does declare that all of the property described herein is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. UNI may assign its obligations hereunder to a successor, as long as such successor is bound by the obligations herein.

**1. Use Covenants**

- 1.1 UNI covenants and agrees for itself, its successors, its assigns, and every successor in interest that the Development shall be used for single family residential housing purposes and that a maximum of twenty eight (28) dwelling units residential sites are to be constructed on the Development. The foregoing covenant shall run with the land.
- 1.2 Lots shall be used for construction of a single-family dwelling. Two (2) adjoining lots may be combined to create a larger lot for construction of a single-family dwelling.
- 1.2 There shall be no evidence exterior to the dwelling that the property is used in any way other than for a single family owner-occupied dwelling including display or storage of goods, equipments, or materials used in connection with the home occupation.
- 1.3 No trailer, shack, tent, boat, garage, or other outbuildings may be used at any time as residence, temporary or permanent, nor any structures of a temporary character be used as residence.

- 1.4 Reproduction of farm animals, fowls or domestic animals and pets for commercial purposes is prohibited on any lot. Domesticated pet animals, dogs, cats, etc., must be restrained at all times and pets maintained to the level that noise, odor, or other acts will not become an annoyance to the neighbors.
- 1.5 No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot in the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## **2. Maintenance Covenants**

- 2.1 UNI or its successor will initially maintain, in first-class condition and in accordance with the custom and practice generally applicable to single family residential projects, the private improvements and public improvements and landscaping to the curb line(s) on and abutting the Development. Said improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, Green Area, architectural elements identifying the Development and any and all other improvements on the Development and in the public right-of-way to the nearest curb line(s) abutting the Development.
- 2.2 The Park Area shall be used only during daytime hours for the purposes of passive recreational and outdoor activities. Such activities shall be limited to family gatherings, picnics, children play, and other passive recreational activities as approved by the Association.
- 2.3 The Park Area shall be maintained by the Hammond Parks and Recreation Department in accordance with any applicable agreements or dedications including, but not limited to, the use restrictions identified in 2.2 above. If mutually agreed upon by the Hammond Parks and Recreation Department and the Association, the Association will take upon itself any specified responsibilities. The Association may establish, in accordance with its bylaws, a fair and equitable fee or assessment on the property owners of the Development in order to carry out the specified responsibilities.
- 2.4 Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot and its abutting front parkway cultivated, pruned, mowed, and free of trash and other unsightly material.

## **3. Timing of Construction**

- 3.1 Construction of the primary dwelling on all Lots shall begin within one year after the purchase date of the Lot and completed within two years from the date of purchase.

- 3.2 The construction timing may be extended at UNI's sole discretion and upon request of owner. Such extension may be granted only where such extension is warranted upon determination by UNI.

#### **4. Underground Utility Easement**

- 4.1 A utility easement of twenty feet (20') in width is reserved along front line of each Lot and a drainage easement of twenty feet (20') in width along the back line of Lots 16-28. Within said easements, no structure, planting, or other materials shall be placed which may damage or interfere with the installation and maintenance of utilities or interfere with drainage and the flow of water within the easement. The Owner of each Lot shall maintain that portion of said Lot lying within the easement areas and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.
- 4.2 All utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained in the designated front easements. All such utility lines, which provide service to each Lot, shall be buried underground.

#### **5. Building Construction and Quality**

- 5.1 All buildings and outbuildings erected upon any Lot shall be constructed of a new material and good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. Buildings constructed off-site and delivered to the site for erection or installation is not permitted.
- 5.2 Front facades of the buildings shall be open and free of any awning.
- 5.3 The exterior surface of any garage, outbuildings, or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot.
- 5.4 Buildings must incorporate use of energy efficient materials, equipments, and construction methods to the extent possible and economical. In the event of use of solar panels, such panels should be installed flush with the roof surface.
- 5.5 The ground water level must be considered in setting the lowest floor building elevation. Buildings must be located at a level above the ground water elevation to the extent possible in order to reduce the potential for flooding of basements to the extent possible.
- 5.6 A crawl space is required in dwellings where a basement is not provided.

## 6. Minimum Floor Area

- 6.1 The principal portion of the structure erected on any Lot shall have a floor area of not less than one thousand four hundred (1400) square feet for one-story ranch dwellings. For two story dwellings the minimum floor area shall be nine hundred (900) square feet for each floor. Dwellings with one and one-half story shall have at minimum one thousand two hundred (1,200) square feet on the ground floor. Such area to be exclusive of all porches, carports, garages, and other rooms which are not heated within the main living quarters.
- 6.2 The minimum number of bedrooms per dwelling unit shall be three bedrooms.
- 6.3 The basement floor area shall not be counted in the minimum area requirements. If there is no basement, a crawl space shall be provided.

## 7. Location of Improvements

- 7.1 No buildings or other improvements shall be located on any Lot nearer to the front Lot line than twenty-five feet (25').
- 7.2 When construction is on a single lot, no building shall be located nearer than fifteen feet (15') to any side Lot line adjacent to a street in a corner lot, or closer than five feet (5') to an interior Lot line.
- 7.3 When construction is on two (2) adjoining lots, no building shall be located closer than twenty five feet (25') to an interior lot line, or twenty five feet (25') to any side lot line adjacent to a street in a corner lot. Property owners who purchased lots and began construction on a single lot prior to 2010 and thereafter purchased an adjacent lot, are exempt from this restriction as to the pre-2010 construction only.
- 7.4 A rear lot of twenty-five feet (25') shall be maintained on all Lots.

## 8. Height Limitations

- 8.1 Unless expressly permitted by UNI or its successor no structure on any Lot shall contain more than two (2) stories or exceed, in height of thirty-five feet (35').

## 9. Roofs

- 9.1 All buildings shall have roofs (except for dormers) of not less than 6 in 12 pitch, covered with slate, cedar shakes, tiles, or fiberglass shingles. Fiberglass shingles shall be architectural grade or of higher quality. Rolled roofing material is not permitted.

## 10. Masonry Requirements

- 10.1 The exterior of each structure shall be of at least fifty percent (50%) masonry construction on the front facade of the structure. The exterior of each structure built upon any corner lot shall have at least fifty percent (50%) masonry construction on the each side facing the street. Clay brick, natural stone and stucco, natural or synthetic, shall be considered to be masonry for purposes of this Section. UNI or its successor shall approve all combinations of materials and the proportion thereof upon submission of a specific design which aesthetically and architecturally blends with and enhances the subdivision.

## 11. Foundations

- 11.1 Foundations must not be of exposed poured concrete, Concrete Masonry Units (concrete block), but shall be enclosed with brick, stone, wood, vinyl siding, or other similar exterior veneer materials. Foundation walls must not exceed four feet (4') above the finished grade unless the topography of the site requires higher levels of exposures of the lower levels. Foundation walls covering must be compatible with the exterior finish materials and color of the structure.

## 12. Garage, Parking and Walks

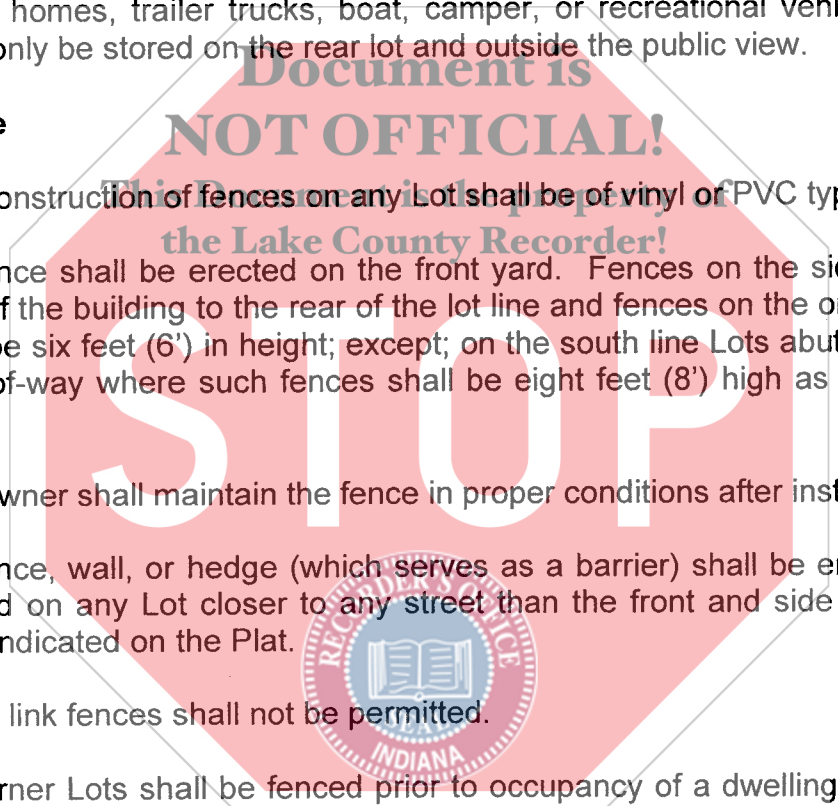
- 12.1 Each Lot Owner/Builder is required to provide sidewalk spanning the full length of the lot. Such sidewalk must be at least five feet (5') in width and constructed of concrete materials in accordance with the approved Subdivision Plan and the City's engineering requirements.
- 12.2 Each House shall have at minimum a two car attached garage. Garages may not exceed eight hundred (800) square feet in size.
- 12.3 Each Lot Owner shall provide a concrete, brick, concrete pavers, or alike material driveway which provides space for parking for at least two conventional automobiles off the street unless otherwise specifically approved by UNI.
- 12.4 Driveway width must be limited to a maximum of eighteen feet (18') for a two-car garage. For more than two car garages the driveway may be widened at the end to access the garage.
- 12.5 Each Owner and Resident shall use their respective best efforts to park and store their automobiles within the garage. All garage doors shall (a) be equipped with an automatic and remote-controlled door opener, and (b) be closed at all times when not in use.

- 12.6 Garages paralleling the primary facade of the building may not project out more than six feet (6') from the front most edge of any foundation element(s) located along said primary facade. Entrances to the attached garages are desired to be located on the side or rear of the building to the extent possible and where practical.
- 12.7 Storage rooms and carports are permitted only if they are placed in the rear lot where they are not visible from the front street. This requirement notwithstanding, exterior surface, and appearance of such improvements shall be substantially comparable with the building and not exceed in size to more than two hundred (200) square feet. Any and all proposed storage or carport plans and specifications must be submitted to UNI or its successor for review and approval.
- 12.8 No garage or storage building shall ever be changed, altered, reconstructed, or otherwise converted for any purpose inconsistent with the garaging of automobiles and storage of household items unless approved in writing by UNI or its successor.

12.9 Motor homes, trailer trucks, boat, camper, or recreational vehicles of any kind shall only be stored on the rear lot and outside the public view.

**13. Fence**

- 13.1 The construction of fences on any Lot shall be of vinyl or PVC type only.
- 13.2 No fence shall be erected on the front yard. Fences on the side yard from the rear of the building to the rear of the lot line and fences on the on the rear lot line may be six feet (6') in height; except; on the south line Lots abutting the Railroad right-of-way where such fences shall be eight feet (8') high as approved by the City.
- 13.2 The owner shall maintain the fence in proper conditions after installation.
- 13.3 No fence, wall, or hedge (which serves as a barrier) shall be erected, placed or altered on any Lot closer to any street than the front and side building setback lines indicated on the Plat.
- 13.4 Chain link fences shall not be permitted.
- 13.5 All corner Lots shall be fenced prior to occupancy of a dwelling located on such Lot. The side lot (street side) fence shall be subject to applicable zoning laws and/or approval.



## **14. Landscaping**

- 14.1 All front yards must be sodded with locally approved sod.
- 14.2 Each Lot shall have at minimum two trees in front yard. Trees must be of at least one and one-half inches (1.5") diameters measured three feet (3') above the ground level and must be chosen from the following: Ash, Flowering Crab Apple, Redbud, River Birch, Honey Locust, Bradford Pear, Magnolia, or other ornamental or shade trees.
- 14.3 Parkway Trees. Each Lot must have at least two parkway trees from a tree list identified and listed by the City Ordinance. Such trees shall have a minimum of two inches (2") caliper at the time of planting.
- 14.4 Front yards, which have existing mature trees, can be exempted from above requirements upon request by the Lot Owner and approval of UNI or its successor.

## **15. Trees Preservation**

- 15.1 It shall be the responsibility of the Lot Owner and/or Builder of the improvements on any Lot to take all reasonable measures to locate the improvements and conduct the construction of the Improvements and grading or landscaping of the Lot in such a way as to minimize damage or destruction to existing trees.

## **16. Auxiliary Buildings and Improvements**

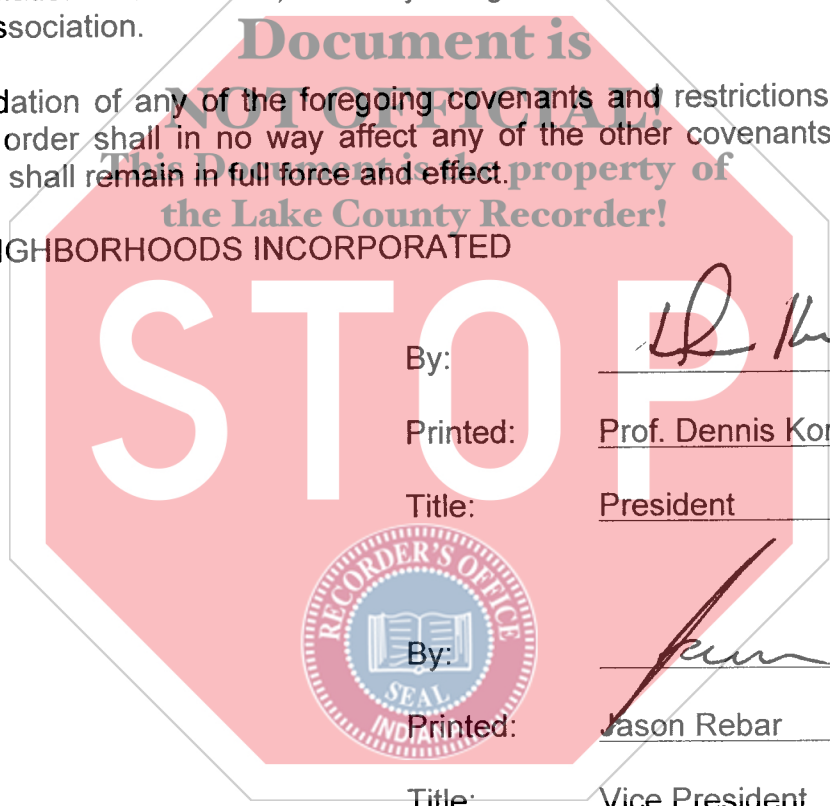
- 16.1 All outbuildings and sheds shall be compatible with the main Structure in style, finish and color. The maximum allowed size of such buildings shall be one hundred (100) square feet.
- 16.2 To the extent practical. Owners are encouraged to locate air-conditioning units on the back of the structure.
- 16.3 No window or wall type air conditioner, which is visible from any street in the subdivision, shall be permitted to be used, placed or maintained on or in any building in any part of the Development.
- 16.4 Each lot shall have an exterior light pole with minimum eight feet (8') height. Exterior light poles shall be located ten feet (10') from the front lot line. Yard light poles shall be the same as specified light poles by UNI for the Development.
- 16.5 Each dwelling unit shall have a wood-based Mailbox. The mailbox shall be the same as specified boxes by UNI for the Development.



**17. Conveyance of Property**

- 17.1 These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, provided, however that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons and entities entitled to the beneficial use of such easement shall consent thereto.
- 17.2 UNI or its assign and successor shall serve as the review entity for building plans, modifications or interpretation of said covenants, restriction and conditions. UNI reserves the right to modify, revise stated covenants and restriction with appropriate prior notices and upon approval of two third (2/3) majority of UNI Board.
- 17.3 Upon the sale of 22 of 28 lots in the Development, and upon agreement of the majority of the homeowners, at the homeowner's expense By-Laws and Articles of Incorporation shall be developed creating the Parrish View Homeowners' Association. At that time, UNI may assign all of its interest in the Development to the Association.
- 17.4 Invalidation of any of the foregoing covenants and restrictions by judgments or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

UNITED NEIGHBORHOODS INCORPORATED



By: [Signature]

Printed: Prof. Dennis Korchek

Title: President



By: [Signature]

Printed: Jason Rebar

Title: Vice President