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**AMMENDED RESTRICTIVE COVENANTS FOR ROBINSON'S ADDITION
TO THE TOWN OF SCHERERVILLE, INDIANA**

We the undersigned owners of and sub-dividers of the real estate described in "Exhibit A" attached hereto and made a part hereof, which real estate has been platted and subdivided as Robinson's Addition to the town of Schererville, Indiana, do 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, except as otherwise provided herein, 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 Subdivision and they shall run with the land and 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 any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

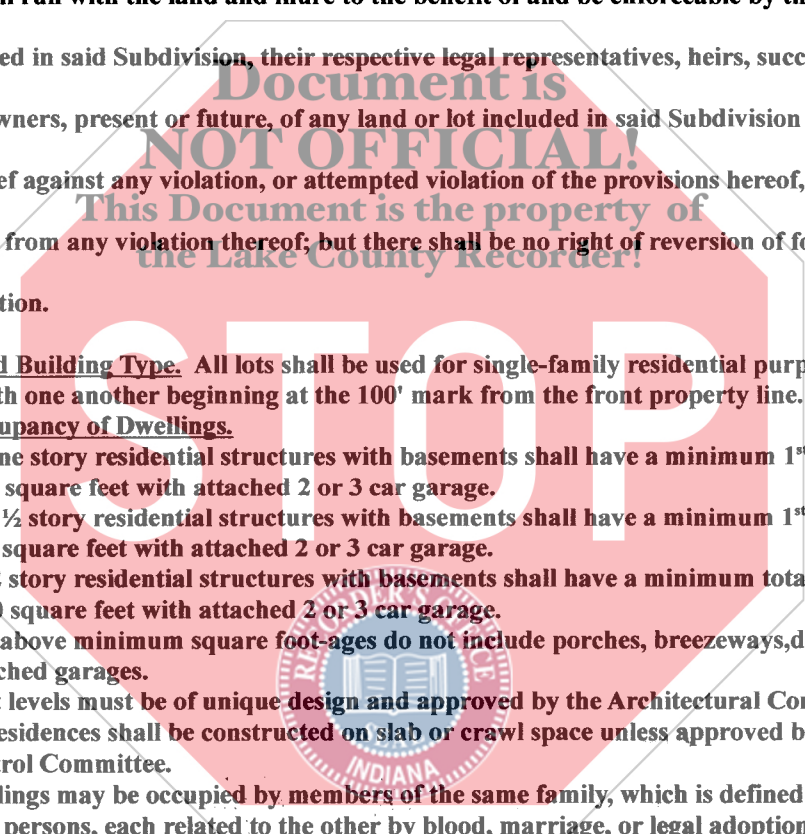
1. **Land Use and Building Type.** All lots shall be used for single-family residential purposes and must align with one another beginning at the 100' mark from the front property line.
2. **Size and Occupancy of Dwellings.**
 - A. All one story residential structures with basements shall have a minimum 1st floor area of 1550 square feet with attached 2 or 3 car garage.
 - B. All 1 ½ story residential structures with basements shall have a minimum 1st floor area of 1450 square feet with attached 2 or 3 car garage.
 - C. All 2 story residential structures with basements shall have a minimum total floor area of 2200 square feet with attached 2 or 3 car garage.
 - D. The above minimum square foot-ages do not include porches, breezeways, decks, or attached garages.
 - E. Split levels must be of unique design and approved by the Architectural Control Committee.
 - F. No residences shall be constructed on slab or crawl space unless approved by Architectural Control Committee.
 - G. 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 a dwelling.
 - H. All dwellings shall have no less than 40% of stone or face brick on the front elevation.

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR



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3. **Construction.** All dwellings shall be built on site. No federal manufactured house or federal pre-fabricated units or similar type construction may be used.
4. **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. No driveway, or parking area on any lot may be used as a habitual parking place for commercial or junk vehicles. Junk vehicles shall include any vehicle which requires a license to operate over or across any highway, road or street and which is incapable of moving under its own power. No person shall engage in or conduct any trade, business or profession in any structure or on any lot in the Subdivision.
5. **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.
6. **Grading and Fill.** Construction grading on any lot shall be done in a manner which would not cause storm water drainage onto another owner's lot. Filling or hauling in of any solid fill will not be permitted, except for that fill required around dwelling foundations and driveways.
7. **Additional Structures.** No trailer, garage, or outbuilding or incomplete dwelling shall be used either temporarily or permanently as a dwelling or residence. One shed may be built on lot. No unattached garage, shed or other type of outbuilding 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 of external design with existing structures, and as to location with respect to topography and a finish grade elevation.
8. **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 the plans showing the location of the structure have been approved by the Architectural Control Committee, as to 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 or side lot line than the minimum building setback lines, unless similarly approved. Architectural Control Committee shall receive application a minimum of twenty-one (21) days prior to building permit request.
9. **Construction Time.** All external work in the construction of any building including landscaping, shall be completed within six (6) months from the date of issuance of building permit. An extension of this time limit 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. Driveways must be complete within one (1) year of occupancy of home. Driveways shall be concrete.
10. **Architectural Control Committee.** The Architectural Control Committee is composed of the following members: Bill D. Robinson and Patricia A. Robinson. 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 representatives, 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 the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
11. **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 the right to do so as to any similar or other violation hereof.

12. 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.
13. The undersigned owners of Robinson's Addition further declare, for the benefit of all persons purchasing lots in said Robinson's Addition, that all of said lots shall be sold subject to the above foregoing restrictions.
14. By signing below, buyers and sellers have read this document, understand it, and agree to abide by the conditions listed herein.

Bill D Robinson
Owner/ Developer

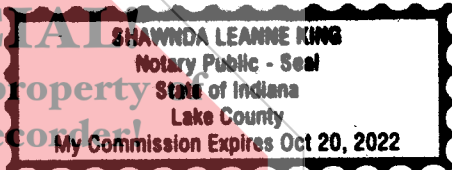
12-11-2014
Date

Patricia A Robinson
Owner/Developer

12-11-2014
Date

STATE OF INDIANA)
COUNTY OF LAKE)

Shawnda Leanne King
Notary Public



County of Residences: LAKE
Commission Expires: 10/20/22

