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MICHAEL B. BROWN  
RECORDER

Lantz Development Corp.  
511 Hilbrich Drive  
Schererville, Indiana 46375

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO LOTS IN CORNERSTONE, UNIT #1, AN ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

This Declaration made this 20<sup>TH</sup> DAY OF APRIL 2015 by Lantz Development Corp. an Indiana Corporation. by its President and Secretary, hereinafter referred to as "Owner" or "Developer".

RECITALS, INTENT AND PURPOSES

WHEREAS, the Owner holds title to certain Real Estate in the Town of Schererville, Lake County, Indiana, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and

WHEREAS, the Owner as Developer has caused a plat of Subdivision to be approved by the Town of Schererville and the same has been recorded in the Office of the Recorder on the 13 day of JAN, 2015; as Document No. 2015-001748

NOW, THEREFORE, the Owner and Developer hereby declare that all of the Property described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions. All of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, restrictions, covenants and conditions shall run with the Real Estate described in Exhibit "A" as part of a general plan of development and shall be binding on all parties having or acquired any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each of them.

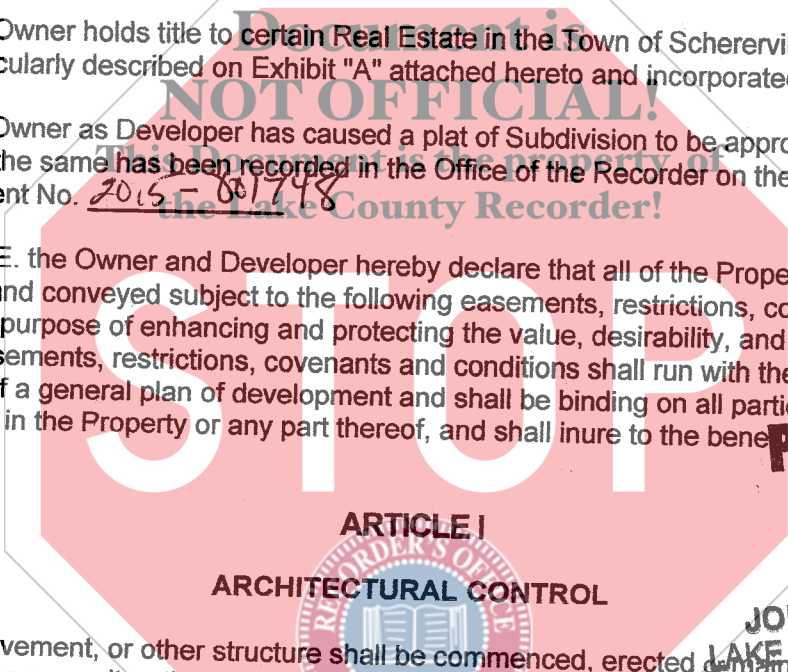
ARTICLE I

ARCHITECTURAL CONTROL

No building, improvement, or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until 2 plans, (whereas 1 shall be stamped and returned) specifications, plot plan showing grading and drainage, and exterior elevations have been submitted to and approved in writing by the Developer ( Lantz Development Corp.) or its duly authorized agents or assigns as to quality of structure and materials and harmony of external design with existing structures. **The submission so made shall also include the square footage of the proposed improvement.** The Architectural Review Committee (Lantz Development Corp.) reserves the right to allow exceptions to or revisions of the covenants and restrictions at its discretion.

The Owner and Developer, his Employees, Agents and Representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner or Contractor who submits such plans on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any

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JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and; (e) the development of any property within Cornerstone Subdivision an addition to the Town of Schererville, Lake County, Indiana. Any person submitting plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party including attorney fees incurred.

## ARTICLE II

### USE RESTRICTIONS

- A. **CONVEYANCE.** Each Lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.
- B. **USE.** All Lots in this Subdivision shall be used for one family residential purposes only.
- C. **MINIMUM FLOOR AREA.** The computation of square footage shall exclude Porches, Breezeways, Garages and Basements. All finished bonus room footage will be calculated at 1/2 the actual footage for calculating total finished footage. All Garages shall be attached to the principal residential structure and shall be sized for a minimum of two cars. All construction shall be in accordance with R-1 zoning requirements effective in the Town of Schererville.

#### The following minimum requirements apply to all Lots #1-31 Inclusive

1. All one story residential structures shall have a minimum finished floor area of 1600 square feet with an attached 2-car garage or greater.
2. All two story residential structures shall have a minimum finished floor area of 2000 square feet with an attached 2-car garage or greater.
3. All 1-1/2 story residential structures shall have a minimum finished floor area of 2000 square feet with an attached 2-car garage or greater.
4. All Bi-levels, Tri-levels, Quad Levels or 3-Step Ranch shall be a minimum finished floor area of 1500 square feet (on the two main floors, above ground) with attached 2-car garage or greater.
5. House on slabs are not permitted.

D. **TEMPORARY STRUCTURES.** No temporary structures, such as a Trailer, Tent, Shack, Garage, Barn or other Building shall be used on the Property at any time as a residence, either temporarily or permanently.

E. **TYPE OF CONSTRUCTION.** NO BUILDING PREVIOUSLY CONSTRUCTED ELSEWHERE SHALL BE MOVED UPON ANY LOT WITHIN THIS SUBDIVISION.

F. **APPEARANCE.**

1. All Plumbing Stacks and Roof Vents or Ventilators shall be located in the rear of the House Roof.
2. Roof pitches are to be a minimum of 6/12 pitch on all style homes.
3. All Ranches, 2-stories, 1 ½ stories, Tri-levels, Bi-levels, Quad levels, or other, shall have a minimum of 40% brick, stone, cultured stone or a combination thereof on the front of the home. Such percentage shall be determined by the square footage of the front and return walls of the façade of the home. Considerable effort shall be made to evenly distribute equal amounts of brick or stone throughout the subdivision. All effort shall be made to avoid having adjoining similar homes with the same textured or finished face. Similar style homes side by side shall not have the same style or location of brick, stone or combination of masonry to avoid the appearance of repetition. If different styles of homes are side by

side, then every effort shall be made to change the style of brick, stone, or combination of masonry from homes on each side when selections are made with owner. If a home is a spec, then builder shall not use the same style of home as the adjoining homes on either side. No home shall have the same color or style of masonry or siding color as the home on either side of it.

4. No Panel Sidings, such as Plywood or Masonite may be used unless specifically approved in writing by the Architectural Review Committee. E.I.F.S. (Dryvit) can be used in lieu of siding or as an accent on any structure, but may not be used as the main component as an exterior covering. E.I.F.S. cannot be used in lieu of masonry and at no time shall more than 20% of the exterior walls be covered with E.I.F.S.
5. All Driveways and Service walks shall be of Concrete or Brick Pavers.

#### G. GRADING & EXCESS MATERIAL

1. Grading of Lots shall be in compliance with the Town of Schererville requirements and the master grading plan prepared for this development, plus grading shall be performed so as not to damage the adjacent Lot or Lots.
2. No Building Debris or Concrete (including wash outs) is to be placed on any Lot other than the Lot being worked on at the time. All infrastructure is the responsibility of the Builder and (or) Lot Owner, until the Town of Schererville accepts the Subdivision. Owners, whether legal or reserve, are to maintain their Lot(s) from debris, weeds, and erosion as specified by Town Ordinance.
3. At no time shall a Builder or any other contractor encroach upon or interfere with any wetland or protected areas.

H. **SIDEWALKS.** Any Residence or Dwelling erected on any Lot shall provide a five (5) foot public sidewalk of poured Concrete along all street frontage and within the public right-of-way.

I. **LANDSCAPING.** All Landscaping must be completed per towns approval and before occupancy permit will be issued or within 9 months of issuance of occupancy, whichever the Town requires first.

J. **OUTDOOR LIGHTS.** Each home site shall be required to have at least one post light to be supplied by lot owner and will be installed by lot owner before Occupancy Permit is granted. Such post light is to be located within 5 feet of the edge of the driveway and within 5 feet of the back of the City sidewalk unless otherwise approved by the Architectural review Committee. Said post light shall be equipped with a dusk to dawn light sensor.

#### K. COMPLIANCE WITH EROSION CONTROL.

1. The front, sides and rear yards of each lot shall be seeded or sodded in grass before the Certificate of Occupancy is issued. Furthermore, all Owners of record shall be responsible for erosion control maintenance of their lot, from date of contract sale.
2. The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of rule 5 of 327 IAC 15, (Storm Water Runoff associated with construction activity). Builder agrees to comply with the terms of the Developer's general permit under 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 established 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.
3. The Builder shall indemnify 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 be connected with, any work done by Builder, Builder's employees, Agents, or Subcontractors which is not in compliance with the erosion control plan implemented by the Developer.

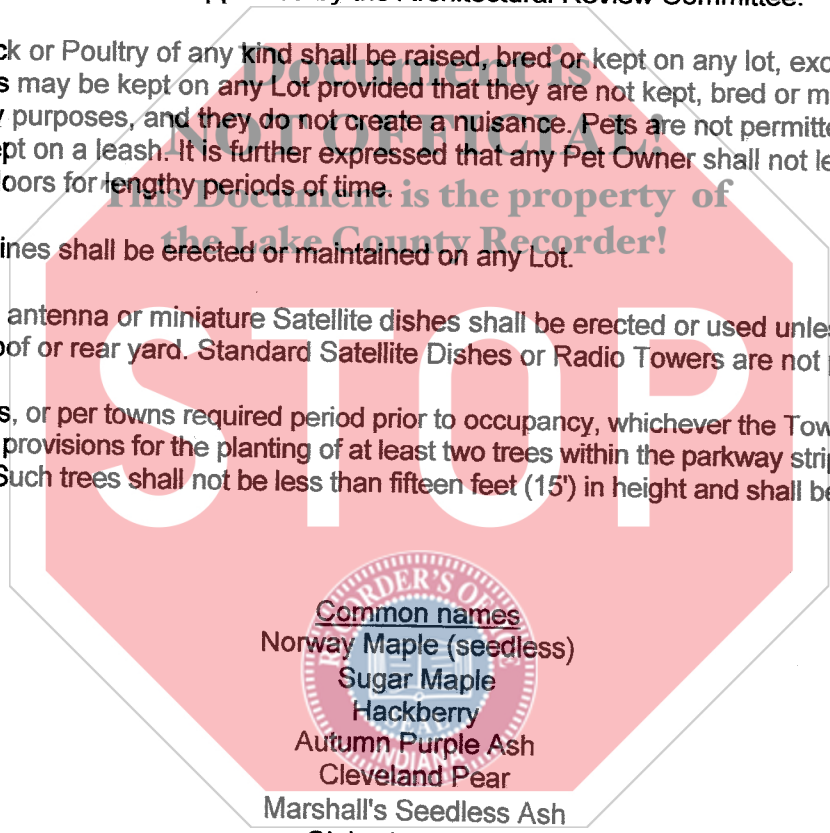
- 4. Builder must notify all customers or clients of lots adjacent to or occupied with protected or wetland areas. Said lots are, but not limited to #10, #11, #16, #17, #18 & #24.

**L. DEED RESTRICTIONS.**

Each deed of conveyance of any lot in the residential area shall contain the following restrictions:

There is hereby expressly reserved to Lantz Development Corp., its successors or assigns, the right of first refusal to repurchase said real estate together with any improvements thereon at any time from the date of lot sale up to and including the day of issuance of building permit for a sum equal to the original purchase price.

- M. ACCESSORY BUILDINGS.** Accessory buildings may be erected in rear yards only. They are not to exceed a 12'x14' floor dimension, The maximum wall height shall be 8' with a maximum roof height of 12'. Any accessory building or structure must have the approval of the architectural review committee before construction begins. No pre-manufactured units constructed of material such as plastic, metal or rubber will be allowed.
- N. STORAGE.** No recreational vehicle ( motor home, trailer, boat, camper, or any commercial vehicle over 1/2 ton, etc.) shall be permitted to park on any lot or anywhere in the subdivision for more than a grand total of 48 hours (per month) unless completely enclosed in a garage.
- O. FENCES.** Fences no greater than six feet (6') in height may be constructed on any lot in this subdivision. No fences shall be erected within (30) thirty feet from any (30) thirty foot building line on any lot. Nor, shall any fence be erected within (15) fifteen feet from any (20) twenty foot building line on any corner lot having a (20) twenty foot building line. In any and all occasions, chain link fences are prohibited (including dog runs) from use anywhere in this subdivision. All fences must be approved by the Architectural Review Committee.
- P.** No Animals, Livestock or Poultry of any kind shall be raised, bred or kept on any lot, except that Dogs, Cats or other household Pets may be kept on any Lot provided that they are not kept, bred or maintained for any commercial or hobby purposes, and they do not create a nuisance. Pets are not permitted to roam elsewhere in the Subdivision except on a leash. It is further expressed that any Pet Owner shall not leave their Pet leashed and unattended outdoors for lengthy periods of time.
- Q.** No outside Clothes Lines shall be erected or maintained on any Lot.
- R.** No Television, Radio antenna or miniature Satellite dishes shall be erected or used unless installed on the rear portion of the Roof or rear yard. Standard Satellite Dishes or Radio Towers are not permitted.
- S.** Within (9) nine months, or per towns required period prior to occupancy, whichever the Town requires first, the Owner of any Lot shall make provisions for the planting of at least two trees within the parkway strip adjacent to each street curb abutting the lot. Such trees shall not be less than fifteen feet (15') in height and shall be chosen from the following list of species:
  - Common names
  - Norway Maple (seedless)
  - Sugar Maple
  - Hackberry
  - Autumn Purple Ash
  - Cleveland Pear
  - Marshall's Seedless Ash
  - Ginko (male only)
  - Thornless Honeylocust (seedless)
  - Red oak
  - Little Leaf Linden (seedless)



ADDITIONAL RESTRICTIONS FOR CORNER LOTS #14 & #30

1. Corner lots (#14 & #30) have a thirty (30) foot front building line and a twenty (20) foot side building line. On those lots, (#14 & #30), the dwelling must face the thirty (30') foot front building line. Side load garages may face the twenty ( 20 ) foot side building line.
2. No objects or structures (ex; pools, basketball goals, sheds, decks, patios, Sandboxes, etc.) other than a dwelling shall be allowed to occupy an area within thirty (30) feet of the city sidewalk on the twenty (20) foot sideyard building line on lots #14 & #30.

ARTICLE III

HOMEOWNERS ASSOCIATION

- A. HOMEOWNERS ASSOCIATION.** A not for Profit Corporation shall be created and incorporated for the express purpose of ownership of the Outlot, Subdivision Monument(s), and Entrance to ensure the high standards of maintenance and operation of the Property in the Subdivision set aside for nature and Preservation of Storm Water Management and Control. Any fees collected by the Homeowners Association shall be for the purpose of maintenance or improvements needed for the Outlot, Monuments or the Entrance. Every Record Owner of a fee simple interest in the lots throughout the Subdivision shall become and be a Member and each such member shall be entitled to (1) vote for each Lot owned by him/her on each matter submitted to a vote of Members, provided that where title to a Lot is in more than (1) name, such Co-owners acting jointly shall be entitled to but (1) vote. Each full lot on the plat shall be deemed to be a separate Lot entitling the Owner thereof, to one (1) vote for each such Lot owned. Such Homewoners Association shall be formed and implemented no later than November 1<sup>st</sup> 2015.
- B. USE OF OUTLOT.** No structure of any type may be erected, placed or altered, nor shall any of the natural areas be changed or disturbed on the outlot or wetland areas by any party or lot owner.

This Document is the property of  
the Lake County Recorder!

ARTICLE IV

EXISTENCE AND TERMINATION


The covenants and restrictions herein set forth shall continue in perpetuity and shall not be altered in any way or terminated, no earlier than 10 years from date of recording, only if at all, by the agreement of 100% of the Lot Owners and their respective mortgages, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana .

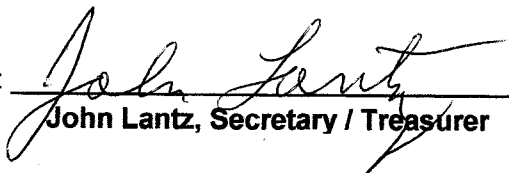
GENERAL PROVISIONS

- A. SEVERABILITY.** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.
- B. ENFORCEMENT.** The Developer, his Heirs, Successors and Assigns, or any Owner of a Lot or any Mortgagee of Property within the Subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any Owner found to be in violation by a Court of Competent Jurisdiction of any provisions of this Declaration shall also be liable for reasonable Attorney fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The Developer has no personal liability, obligation or responsibility to enforce the Declaration of Restrictive Covenants, or any part thereof. detailed herein.

IN WITNESS WHEREOF, LANTZ DEVELOPMENT CORP.. an Indiana Company. by its members. has caused this instrument to be signed on this 20<sup>th</sup> day of April, 2015.

Lantz Development Corp. an Indiana Company

By:   
**Brian Lantz, President**

ATTEST:   
**John Lantz, Secretary / Treasurer**

STATE OF INDIANA )  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared the within named Brian Lantz and John Lantz members of LANTZ DEVELOPMENT CORP., an Indiana Company, who acknowledged execution of the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal this 20<sup>th</sup> day of April, 2015

My Commission Expires: 11/21/16

County Of Residence: Lake

