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STATE OF INDIANA  
LAKE COUNTY  
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2016 JUN 21 AM 9:43

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RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIDDEN ESTATES SUBDIVISION  
Lake County, Indiana

**PREAMBLE**

The undersigned, TIMOTHY M. POST and NANETTE E. POST, hereinafter called Declarant, are the owners of the real estate shown and described hereon, do hereby certify that they have platted, and subdivided said real estate in accordance with the plat recorded on December 21, 2015, in the Office of the Recorder of Lake County, Indiana, in Plat Book 108, Page 75.

This subdivision shall be known as HIDDEN ESTATES SUBDIVISION in the Lake County, Indiana.

**LEGAL DESCRIPTION**

The exact legal description of HIDDEN ESTATES SUBDIVISION, located in the Lake County, Indiana, is contained on Exhibit "A" attached hereto and made a part hereof.

**GENERAL PURPOSES**

The real estate is subject hereto to insure its proper use and enjoyment, and its appropriate development and improvement; to protect each owner of a lot against the use of the other lots as may depreciate the value of the real estate; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain property setbacks from streets and adequate free spaces between structures. It is the intention and purpose hereof to assure that all dwellings shall be of a quality of design, workmanship, and material approved by the Architectural Control Committee, sometime hereinafter referred to as the Architectural Review Committee as hereinafter defined.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for perpetuity.



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The restrictions set forth herein shall run with the land and bind the parties successors and assigns and all parties claiming by, through or under the parties shall be taken to hold, agree and covenant with the parties, their successors and assigns and with each of them to conform to and observe the restrictions as to the use of the lots and the construction of improvements thereon, but no restrictions herein shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his or their seizing of the title of the land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive, or mandatory to prevent the breach of or to enforce the observance of the restrictions, in addition to ordinary legal actions for damages, and failure of the parties or owner or owners of any other lot or lots shown on the plat to enforce any of the restrictions set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by Judgment or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

**DESCRIPTION OF PROPERTY**

The property consists of two home sites, numbered 1 and 2, inclusive.

**SINGLE FAMILY RESIDENCES**

All home sites in said addition are restricted to private residences and shall not be improved, used or occupied for other than private one-family residence purposes.

**Dwelling Height**

No dwelling shall contain more than two and one half (2½) stories, nor shall any such dwelling have a building height in excess of thirty (30) feet.

**Building Quality**

- A. **General.** Every building shall be located and in accordance with the applicable governmental building and zoning codes and with such additional specifications and standards as may be required by the Architectural Review Committee after all construction plans and specifications (including, but not limited to those for grading and site work, excavation, and specifications showing the nature, kind, shape, heights, materials, color scheme, location, elevations and approximate cost of all buildings), along with a staked survey (showing the elevation of all corners of the lot), have been submitted to, and approved in advance in writing by, the Architectural Review Committee.
- B. **Minimum Areas.** The interior area of each dwelling, exclusive of attached garages, carports, open terraces, porches, and breezeways, accessory building and improvements, shall be as follows:

- 1. 1. All one-story dwellings with basements shall have a minimum first

floor area of 1,600 square feet.

2. All 1 and 1/2 story dwellings with basements shall have a minimum total floor area of 1,800 square feet, in finished condition, except by special variance granted by the Architectural Review Committee.

3. All two-story dwellings with basements shall have a minimum total floor area of 2,000 square feet above grade, except by special variance granted by the Architectural Review Committee.

4. No bi-level, mid-level or split-level dwellings shall be permitted on any Lot.

2. ADDITIONAL RESTRICTIONS

1. All dwellings without a basement or on concrete slabs shall have a minimum first floor area of 1,600 square feet.

2. All accessory buildings shall have a minimum size of 10' by 10' and must be constructed of the same material and shall be architecturally coordinated to the dwelling on that lot and approved and on a concrete pad.

3. The minimum set-back lines shall be in accordance with the recorded plat of subdivision of HIDDEN ESTATES SUBDIVISION.

C. Dwelling Requirements.

1. All dwellings shall have an attached garage which will house a minimum of two (2) standard size automobiles and shall be used only by the owners, occupants, or their guests, and shall not be used for rental purposes.

2. One pole barn up to 4,000 square feet will be allowed subject to approval by the Architectural Control Committee

3. Exterior face materials. The ground floor level walls on the front of the house, shall be of minimum of 30% masonry material unless otherwise approved by Committee construction.



**ARTICLE I**  
**DEFINITIONS**

As used herein or elsewhere in these documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as provided in this Article.

A. Declaration: this instrument, including any provision of which from time to time may be lawfully amended.

B. Lot: shall mean and refer to that portion of the property designated for single family residence.

C. Lot Owner: shall mean and refer to the record owner of a lot, whether one or more persons or entities who own fee simple title in any lot which is part of the property, including contract buyers, but excluding those having such interest merely as security for performance of an obligation.

D. Plat: is hereby designated and defined to mean:

1. The Plat of HIDDEN ESTATES SUBDIVISION, in Lake County, Indiana, as the same may be platted, approved and recorded from time to time in the Office of the Recorder of Lake County, Indiana.

E. Property: the property consists of two home sites numbered 1 and 2, inclusive.



**ARTICLE II**

**ARCHITECTURAL CONTROL**

No building, wall, improvement or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans and specifications, plot lay-outs, exterior elevations and landscaping which shall shown the nature, and, shape, height, materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and lot lines by the Architectural Control Committee.

Neither the Declarant, nor the Architectural Control Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits such plan on account of (1) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans or 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 Hidden Estates Subdivision. Any person submitting plans to the Architectural Control Committee shall hold the Declarant, and the

Architectural Control Committee, or any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

The Architectural Control Committee shall continue in full force and effect until all the lots in the subdivision have been built upon and improved, after which time, the Architectural Review Committee shall dissolve.

The Architectural Control Committee is hereby created. It consists of two members, as follows:

1. Timothy Post
2. Nanette Post

In the event of the death or resignation of any member of the Committee, Declarant shall designate a successor. The aforesaid members of the Architectural Review Committee designated above shall continue to serve until the Declarant appoints their successor.

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A. Conveyance. Each lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions thereof.

B. Use. Lots shall be occupied by a single family only and shall be used as a family dwelling.

C. Construction. All buildings or structures on the property shall be of new construction.

D. Front and Rear Set Back. The minimum front yard set back lines and rear lot lines, if any, shall be designated on the plat. Any structure to be located on Lot 2 shall be located no nearer than 150 feet from the North line of said Lot 2.

E. Garages. All set back requirements shall apply not only to residences, but to garages or other out buildings as well.

F. Signs. No advertising signs (except one of not more than six (6) square feet "for Sale" sign per lot or unit), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any lot or any resident thereof.

G. Approval Prior to Construction. No residence or structure shall be commenced, erected, or maintained on any of the property until the plans and specifications have been submitted to and approved by the Architectural Control Committee.

H. Home Occupations. No Homesite shall be used for any purpose other than as a single family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) No sign nor display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) No commodity is sold upon the Homesite; (c) No person is employed other than a member of the immediate family residing in the Homesite; and (d) No mechanical or electrical equipment is used, provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune telling parlor, animal hospital or any form of animal care or treatment such as dog trimming, be construed as a home occupation.



Amendments to the Declaration shall be proposed and adopted as follows:

A. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

This Declaration cannot be terminated except upon written authorization and consent of the applicable governmental agencies of Lake County, Indiana and, by the agreement of all of the lot owners and respective mortgagees, which agreement shall be evidenced by an instrument executed in the manner required for the conveyance of real property. The termination shall become effective when such agreement has been recorded in the Office of the Recorder of Lake County, Indiana.

A. Severability. Invalidation of any one 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. Any owner 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 provision of this Declaration shall also be liable for reasonable attorneys' fees incurred by the Association, or incurred by any owner, in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting owner's lot, enforceable as other liens herein established.



C. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the common area to or for any public use or purpose whatsoever.

D. Specific Prohibitions.

1. No gainful occupation or profession, or other non-residential use, shall be conducted.
2. No noxious or offensive activity shall be carried on, nor shall anything be done which is or may become, an annoyance or nuisance, including, but not limited to the engaging in motocross, motorcycle racing or other activities of a similar nature, which because of their excessive noise and other distasteful characteristics would be considered to be offensive and inconsistent with the peace and tranquility of the area.
3. No Pitbulls or any other animal having unusually vicious propensities shall be kept or maintained on the premises.
4. No building shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the Lake County, Indiana, or any public utility or governmental agency shall be at the sole cost and expense of the lot owner.
5. No structure of a temporary nature, and no trailers, basement, tent or accessory building shall be used at any time as a residence.
6. No lines or wires for communications or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere on the real estate other than within dwellings or accessory buildings unless the same shall be contained in conduits, or except where indicated on the plat of subdivision of the real estate and except for easements heretofore granted for electric transmission lines, if any. No satellite or communication dishes shall be permitted in the subdivision which exceed 24" in diameter.
7. Any and all fences to be constructed on any lot shall consist of materials and be constructed in a manner which shall comply with all of the requirements of Lake County, Indiana, and further, shall be approved by the Architectural Review Committee. No chain link fences shall be constructed on any lot and any fence to be constructed shall be of split rail design constructed of PVC or wood and shall not be more than 4' in height.
8. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

**LAND USE**

Each lot shall be used, if at all, as a site for a dwelling for private residential purposes only, for the sole use of the owners or occupants of the dwelling (hereinafter "dwelling(s)"). All other buildings (hereinafter "accessory building(s)") and other structures or improvements such as driveways, parking areas, sidewalks, fences, walls and landscaping (hereinafter "improvement(s)") shall be erected only in such manner and location as approved in writing in the sole discretion of the Architectural Review Committee. Dwellings, Accessory Buildings and Improvements are referred to collectively, hereafter as "building(s)".

  
TIMOTHY M. POST

  
NANETTE E. POST

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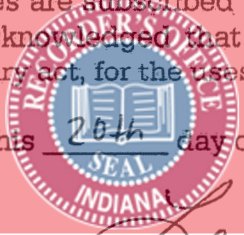
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**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public in and for said county and in the State aforesaid, do hereby certify that TIMOTHY M. POST and NANETTE E. POST, personally known to me to the same person whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of June, 2016.



  
Notary Public

My Commission Expires:  
8/27/2016

THIS INSTRUMENT PREPARED BY:  
Attorney Dale A. Anderson  
18225 Burnham Avenue  
Lansing, Illinois 60438  
(708) 895-6663





EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 2 in Hidden Estates Subdivision, a Subdivision located in Lake County, Indiana, the Plat of which was recorded on December 21, 2015, in the Office of the Recorder of Lake County, Indiana, in Plat Book 108, Page 75.

