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LAKE COUNTY  
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RESTRICTIVE COVENANTS  
MICHAEL J. HENNING  
RECORDER

SCHMIDT FARMS PHASE THREE

**FILED**

NOV 9 2005

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Prepared By: Schmidt Farms Development, LLC  
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Schererville, IN 46375

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**RESTRICTIVE COVENANTS**  
**SCHMIDT FARMS PHASE THREE**

It is Agreed between the grantors, their successors and assigns, and the grantees, their successors and assigns, that as part of the consideration for a deed the following covenants and restrictions shall run conveyed and legally described.

**ARTICLE I: PROPERTY SUBJECT TO**  
**BENEFITING FROM THIS DECLARATION**

**1.1 LEGAL DESCRIPTION.** It is agreed between the grantors, their successors and assigns, and the grantees, their successors and assigns that as a part of the consideration for a deed the following covenants and restrictions shall run with the land conveyed and legally described as follows:

Schmidt Farms, Phase 3, Lots 111 through 185, all inclusive, an addition to the City of Crown Point as recorded in Plat Book 98, Page 36 in the Office of the Recorder, Lake County, Indiana.

**ARTICLE II: GENERAL RESTRICTIONS**

**2.1 LAND USE**

(1) Any building, exclusive of a garage incidental thereto used for usual garage purposes, or living quarters for domestic help incident thereof, shall be a one-family residence or dwelling and shall be occupied by not more than one (1) family.

**2.2 RIGHT OF FIRST REFUSAL**

(1) **GRANT.** The first owner/transferee of any vacant lot herein, hereby grants to Developer the right with respect to any sale of any lot described herein, the right to repurchase said lot at the price originally paid to the Developer for such lot. This right of first refusal shall remain in effect and be enforceable against lot owner's transferee to the same extent as it would be enforceable against the original owner.

**(2) NOTICE OF ACCEPTABLE OFFER.** If at any time or times during the term of this right of first refusal, the first owner/transferee receives an offer acceptable to the first owner/transferee for the purchase of all or any part of a lot, then the first owner/transferee shall forthwith forward a copy of such offer ("the Acceptable Offer") to the Developer.

**(3) EXERCISE BY DEVELOPER.** The Developer shall have a period of thirty (30) days after receiving such copy of the Acceptable Offer within which to notify the first owner/transferee that the Developer elects to purchase the lot (or the portion thereof covered by the Acceptable Offer) for the original purchase price of such lot. Any such notice from the Developer shall be accompanied by any earnest money required under the terms of the Acceptable Offer, which shall then constitute a contract between the first lot owner/transferee and Developer for the purchase of the lot at the original price even though neither has signed it.

**(4) WAIVER BY DEVELOPER.** If Developer does not notify the first owner/transferee within the thirty (30) day Period mentioned in the preceding paragraph of Developer's election to purchase such property, the first owner/transferee shall be free to sell such property to the person who submitted the Acceptable Offer (or to such person's permitted assigns) on the terms specified therein, and Developer shall upon request execute and deliver an instrument in recordable form appropriate to evidence Developer's relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding any such relinquishment, Developer's rights under this instrument shall remain in effect with respect to any part of the Property not covered by the Acceptable Offer, and, if the transaction contemplated by the Acceptable Offer fails for any reason to close, with respect to any subsequent offer to purchase all or any part of the Property covered by such Acceptable Offer.

### **2.3 DWELLING SIZE**

Any residence or dwelling house erected shall meet the following minimum requirements:

- (1)** All structures shall be erected by a general contractor licensed by the City of Crown Point.

(2) There shall be no quad-level, tri-level, and/or bi-level residential structures.

(3) All ranch style residential structures shall have a minimum total floor area of 1,600 sq. ft.

(4) All 1 1/2 story residential structures shall have a minimum total floor area of 1,900 sq. ft.

(5) All 2 story residential structures shall have a minimum total area of 1,900 sq. ft.

(6) No residential structures shall be built on a concrete slab; partial crawl spaces are acceptable if approved by the Architectural Review Committee.

(7) The above minimum areas do not include porches, breezeways, or attached garages.

(8) Any residence or dwelling house erected on any lot shall erect not less than a two car, attached, garage and in addition thereto shall provide a minimum of two off-street parking spaces, which shall consist of paved driveway. No driveways or off street parking areas shall be located in any rear or side yard. All driveways and parking areas shall be rigid surface. Rigid surface is defined as paving brick or rigid poured concrete.

#### **2.4 ARCHITECTURAL CONTROLS**

(1). An architectural committee is hereby formed consisting of members as appointed by the Developer, Schmidt Farms Development, LLC. The architectural committee shall be in effect until January 1, 2015. Plans and specifications for any residence or dwelling house, fence, pool, or accessory building to be erected on any lot must first secure the approval of the architectural committee.

(2). Prior to applying for a building permit from the City of Crown Point, a lot owner must submit two sets of complete and detailed plans, specifications and detail sheets to the architectural committee. At the time of submission, the lot owner must identify each and every variance from these restrictive covenants that is contained within the detailed plans and/or specifications with an explanation and/or justification for the variance. In the event the lot owner fails to submit a request for variance from these restrictive covenants, the architectural review committee shall presume that the plans and specifications are in complete accord with the restrictive covenants and may enforce these restrictive covenants as to any deficiency which may be contained within the plans and

specifications notwithstanding any subsequent approval by the committee.

(3). The architectural review committee's approval or disapproval on matters required by this declaration shall be by majority vote of the committee. The committee will stamp the approved plans within 30 days after the date of filing the plans, specifications, request for variance, and other material by the applicants. In the event the architectural review committee fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this declaration, approval shall not be required and the related requirements of this declaration shall be deemed to be complied with.

(4). Upon executing contracts with Northern Indiana Public Service Co., (NIPSCO) or its successor, for gas and electric service, the developer shall calculate the average cost of each such service for all lots within the unit or phase under development. The first subsequent owner of any vacant lot shall either apply for and receive a building permit for construction of a primary structure on any lot within one year from the date of the recorded plat date or contract date, whichever is later or, in the alternative, pay the developer or its successor in interest, the average cost of gas and electric service for such lot.

(5). The Developer shall, upon submittal of any plans and specifications to the Architectural Committee, calculate and complete the service request form required by NIPSCO for both gas and electric service and shall, upon return of the approved plans to the applicant, submit the service request form to NIPSCO. If the service request form does not provide sufficient revenue to reimburse Developer the average cost of gas and electric service, the applicant shall pay to Developer, at the time of delivery of the approved plans, any deficiency in the cost of service.

(6). No building shall be moved from another location to a lot in this subdivision. No modular home, pre-fabricated structure, steel framed, or foam/concrete composite structure shall be erected on any lot unless approved in writing by the owners of fifty-one percent (51%) of the lots of this addition or the architectural committee.

(7). Any residence or dwelling house erected on any lot shall have a minimum of fifty percent (50%) of cultured stone, stone or face brick on the exterior front elevation thereof. In cases where architecture would be impaired, the owners of 51% of the lots in this addition, or the architectural committee, may grant an approval of the plan and a variance to this restriction.

(8). All foundations shall be poured concrete.

(9). Exterior siding, sheeting, or finishing materials on any structure erected may not include four by eight (4' x 8') panels unless specifically approved in writing by the owners of more than fifty-one percent (51%) of the lots in this addition or the architectural committee.

(10). Exterior finishing materials on any structure must be specifically approved in writing by the architectural committee. All windows shall be vinyl or aluminum clad, or all vinyl windows. No metal windows are approved

(11). All roofs shall be equal to or greater than 7/12 pitch provided however that the architectural committee may modify this requirement. Porch roofs or roofs above windows can be a minimum of 5/12. No roof shall be constructed with other than dimensional shingles unless approved by the Architectural Review Committee.

(12). **MAILBOX.** A standard mailbox approved by the developer shall be installed at the lot purchaser or homeowner's expense. The mailbox shall be a Rubbermaid Mailmaster Plus #53-2000 in Grey.

(13). 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.

## **2.5 ADDITIONAL STRUCTURES**

(1) One accessory building, not to exceed one hundred twenty square feet, may be erected in the rear yard of any lot. Any accessory structure must have the approval of the architectural committee as identified in paragraph 1.3(A).

## **2.6 FENCES**

(1) Fences may not be installed in required front or side yards. Fences no greater than five (5) feet in height may be constructed around the perimeter of the side and rear yards of any lot in the subdivision. All fences shall be constructed of polyvinyl chloride plastic (PVC) and shall be maintenance free. The Architectural Review Committee shall approve all fences. A greater height may be allowed if the same is required by ordinance or statutes around swimming pools and swimming pool decks.

## **2.7 SIDEWALKS**

(1) Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk of poured concrete along all street frontages and within the public right-of-way.

(2) City walks shall meet all requirements and specifications established by the City of Crown Point.

(3) Corner lots are required to have area between city walks poured concrete.

## **2.8 PROHIBITIONS**

(1) The following activities are prohibited on all lots and in all buildings and structures located on the Property:

(A). No gainful occupation or profession, or other non-residential use, shall be conducted upon the premises.

(B). No noxious or offensive activity shall be carried on, nor shall anything be done which is or may become, an annoyance or nuisance.

(C). No livestock or poultry shall be kept or maintained upon the premises.

(D). No burning of refuse shall be permitted other than in proper facilities maintained in or as a part of a dwelling, except for the burning of leaves and pruned branches if permitted by applicable laws and ordinances.

(E). No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained upon the premises.

(F). No plants, or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the premises.

(G). No structure of a temporary nature, and no trailers, tent or accessory building shall be used at any time as a residence.

(H). No campers, boats, trailers, commercial vehicles, or trucks shall be stored on the premises, other than within a garage and may be placed temporarily upon the driveway between the curb and the front building line immediately prior to or after their use for a period not to exceed twenty-four hours. The term "commercial vehicles" shall include all trucks and vehicular equipment, in excess of three-quarter ton, which shall bear signs or have printed

on the side of same, with reference to any commercial undertaking or enterprise.

**(I). Prohibition Against Same Homes.** The Owner of each lot agrees that he/she shall not build a home identical to the home located on either side of the lot in appearance.

## 2.9 LANDSCAPING

**(1).** Within six (6) months from the date of occupancy of any structure, the owner of any lot shall make provision for the planting of at least two trees within the parkway adjacent to each street curb abutting the lot. Such trees shall be not less than two (2) inches in diameter, measured at a height of six inches above the finished ground level and the species shall be chosen by the developer.

**(2).** Within six (6) months from the date of occupancy of any structure, the owner of any lot shall make provision for the planting of at least three trees or ornamental shrubs within the boundaries of the lot. Such trees or ornamental shrubs shall be not less than 1-1/2 inches in diameter, measured at a height of six inches above the finished ground level and shall be chosen from the following list of species:

### Common Names

Red Maple (seedless)	White Oak
White Ash (seedless)	English Oak
Blue Ash (seedless)	Sawtooth Oak
Green Ash (seedless)	Burr Oak
Hesse European Ash	Cleveland Pear
Big Leaf Linden (seedless)	Flowering Pear(fruitless)
European Hornbeam	Bradford Pear
American Hornbeam	River Birch
Tulip Tree	Hickory
Flowering Crab	Flowering Plum
Magnolia	Sunburst Locust
Shademaster Locust	

**(3).** Within three months from the date of occupancy of any structure the owner of any lot shall seed, hydro seed, or sod all front side and rear yards not covered by porches, patios, driveways, or sidewalks, provided however that seeding shall not be required between October 15th and April 30th if occupancy occurs after September 15th of each year.

**(4).** Any lot owner shall receive credit, under paragraphs A and B above, for existing trees lying within the described areas, provided however that such credit shall only be given for trees three inches (3") in diameter or greater,



measured at a height of six inches above the finished ground level and protected during construction by methods described by the United States Department of Agriculture in Home and Garden Bulletin number 104.

## **2.10 AREA, WIDTH AND YARD REGULATIONS**

(1). A building setback line shall be maintained on all lots as indicated on the subdivision plat, provided that the architectural committee may, in its sole discretion, increase the building set back line to conform to structures on adjacent irregular lots.

(2). No residence, building, or other structure, shall be erected closer to the sideline or lines of any lot, the ownership of which is vested in a different person than that of the lot or lots on which said house or structure is to be built, as set by the City of Crown Point.

(3). No building, accessory building, pool, or fence shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the City of Crown Point, Lake County, Indiana, or any public utility or governmental agency shall be at the sole cost and expense of the lot owner.

(4). No lines or wires for communications or the transmission of electric current or power shall be constructed or 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 dishes, microwave dishes, or television dishes greater than 24" in diameter are permitted on any lot.

## **2.11 EASEMENTS**

(1) An easement is hereby granted to the Developer, the City of Crown Point, Cable TV Company, and Northern Indiana Public Service Company, severally and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace and maintain sewers, water mains, gas mains, conduits, cables, poles, and wires, either overhead or underground, with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strip of land designated by dotted lines on the plat and marked "easement" for the purpose of serving the public in general with sewer, water, gas, electricity, and telephone service, including the rights to use the streets where necessary and to overhang lots with aerial service wires to serve adjacent lots, together with the right to

enter upon the said easements for public utilities at all times for any and all the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment.

(2). No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purpose.

## **2.12 STORM WATER RETENTION SYSTEM**

(1). Any residence or dwelling house erected on any lot shall connect all footing and sump drainage to the public storm sewer, provided however, that downspouts or other roof or surface drainage shall be discharged to the lot surface and not the storm sewer, and provided further, that driveways may drain to the street curb.

(2). No downspout, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the real estate.

(3). Lots 112 and 144-153 are not required to connect footing and sump drainage to the public storm sewer; they shall discharge to lot surface.

## **2.13 EROSION CONTROL REQUIREMENTS**

(1). To the extent that compliance is required with Rule 5 of the Indiana Department of Environmental Management concerning soil erosion practices, each contractor and/or lot owner erecting the residence on a lot in this subdivision shall be required to conform and comply with all soil erosion practices.

# **ARTICLE III: GENERAL PROVISIONS**

## **3.1 SEVERABILITY**

(1). 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.

## **3.2 INITIAL TERMS AND EXTENSIONS**

(1). These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2015 at which time such covenants shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.

### **3.3 REMEDIES**

(1). If any person, persons, firm or corporation upon whom these covenants are binding shall violate, break, or attempt to violate or break, any one or more of these covenants, any of the owners of the lots described in said platted subdivision or the City of Crown Point may proceed at law or in equity, or by any other appropriate legal proceeding to prevent any such violation of any of said covenants, and in addition thereto recover damages for any such violation. It is not the intent herein that if a violation shall occur that there shall be a forfeiture or reversion by reason thereof.


(2). The right to enforce these provisions by restraining order or injunction together with the right to cause the removal by due process of law of any structure or any part thereof erected or maintained in violation thereof, is hereby dedicated to the public, the City of Crown Point, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns. In the event it becomes necessary for the developer to enforce any of these covenants in a court of competent jurisdiction, the developer shall recover its reasonable attorney's fees and costs expended in securing enforcement.

### **3.4 ASSOCIATION**

(1). The owners of lots in this subdivision, together with the owners of remaining lots or units in the Schmidt Farms development shall be members of a Property Owners Association and subject to a Declaration of Covenants, Conditions and Restrictions providing for the maintenance, repair, and improvement of common areas and facilities and for assessments to cover the costs thereof.

In witness whereof, Schmidt Farms Development, LLC has caused this instrument to be signed this 3<sup>rd</sup> day of November 2005.

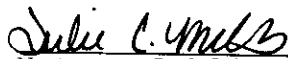
BY: Vanco Management Services, LLC



Douglas R. VanDerNoord, Managing Member

Before me, the undersigned, a Notary Public, in and said County and state, personally appeared Douglas R. VanDerNoord, on behalf of Schmidt Farms Development, LLC, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority.

Witness my hand and notarial seal this 3<sup>rd</sup> Day of November 2005.



Notary Public

My Commission Expires: July 9, 2011

