

**DECLARATION OF RESTRICTIONS  
AND COVENANTS FOR  
ST. ANDREWS SUBDIVISION PHASE 2  
PORTER COUNTY, INDIANA**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR ST. ANDREWS SUBDIVISION PHASE 2, PORTER COUNTY, INDIANA (hereinafter "COVENANTS"), made this 14<sup>th</sup> day of February, 2024, by ST. ANDREWS DEVELOPMENT, LLC, an Indiana limited liability company (hereinafter referred to as the "DEVELOPER").

WHEREAS, the DEVELOPER is the owner of certain real property described in Article I of this Declaration; and the DEVELOPER is desirous of subjecting said real property to a common development plan. These COVENANTS set forth various covenants, conditions, restrictions, options, reservations, undertakings, agreements and easements, each and all of which is and are declared to be equitable servitudes binding upon said real property and each owner thereof and every other party having any interest therein, and shall run with the land and bind all current owners and successors in title or interest, heirs and assigns, and shall inure to the benefit of and pass with said real property, and each and every parcel thereof.

NOW, THEREFORE, DEVELOPER hereby declares that the real property described in and referred to in Article I hereof, is, and shall be, held, transferred, sold, conveyed, and occupied subject to these COVENANTS.

**ARTICLE I.  
PROPERTY SUBJECT TO AND  
BENEFITTING FROM THESE COVENANTS**

**Section 1. Initial Real Estate.** The real property, which is the property subject to and benefited by these COVENANTS, that shall be, held, transferred, sold, conveyed, used, and occupied subject to these COVENANTS, is commonly known as ST. ANDREWS DEVELOPMENT, PHASE ONE, located in Porter County, Indiana, and is legally described as follows, to-wit:

Lots One (1) through and including Fifty-Two e (52), Outlot O.S.-1, Outlot O.S.-2, Outlot O.S.-3, and Outlot O.S. -4 in St. Andrews Subdivision Phase 2, an Addition to Porter County, Indiana, as per plat thereof, recorded on June 7, 2023 as Document No. 2023-008518 and Plat File No. 64-C-1A, in the Office of the Recorder of Porter County, Indiana.

Said real estate, less any portion of said real estate withdrawn from submission to these COVENANTS, plus any other real estate subjected to these COVENANTS, are hereinafter



referred to as the "Real Estate" or the "Subdivision". Each of the lots located within said Real Estate, but excluding any outlots, is hereinafter referred to as a "LOT" (or "LOTS" when referring to all of said lots).

**Section 2. Platting and Subdivision Restrictions.** The DEVELOPER shall be entitled at any time and from time to time, to plat, replat or vacate existing plattage of all or any part of the real estate subjected to these COVENANTS, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to the Subdivision.

**Section 3. Additional Real Estate.** DEVELOPER may, but shall have no obligation to, add at any time or from time to time to the scope of these COVENANTS additional real estate, provided only that: (a) any portion of the real estate from time to time added to the scope of these COVENANTS shall be contiguous to property then subject to the scope of these COVENANTS, (b) any portion of such real estate shall, at the time of addition to the scope of these COVENANTS, be platted as single family lots, and (c) upon addition of the real estate to the scope of these COVENANTS, shall have all privileges and obligations set forth in these COVENANTS, including assessment by the HOA for their prorata share of HOA expenses. The addition at any time or from time to time of all or any portion or portions of the real estate to the scope of these COVENANTS shall be made and evidenced by filing in the Office of the Recorder of Porter County, Indiana, an amendment to these COVENANTS that adds the additional real estate and subjects said real estate to these COVENANTS. DEVELOPER reserves the right to so amend and supplement these COVENANTS by adding additional real estate without the consent or joinder of the Association or of any Owner and/or Mortgagee of land in the Subdivision.

**Section 4. Retractable Real Estate.** At the sole election of the DEVELOPER, all of the real estate specifically described in Section 1 of this Article and subject to this Declaration may be withdrawn from submission hereunder at one time, or portions thereof at different times; provided, however that no real estate may be withdrawn which has been developed. All Owners, mortgages and the HOA are hereby deemed to consent to the vacation, and waive all right to remonstrate thereto, of any portion of the plat of the Subdivision not developed in which the DEVELOPER has withdrawn from these COVENANTS.

## **ARTICLE II. GENERAL PURPOSES OF THESE COVENANTS**

The Subdivision is subject to these COVENANTS to promote proper use and appropriate development and improvement of ST. ANDREWS SUBDIVISION PHASE 2 and every part thereof; to protect each and every owner of any part of ST. ANDREWS SUBDIVISION PHASE 2 against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of ST. ANDREWS SUBDIVISION PHASE 2 and the use and enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type and quality of improvement in ST. ANDREWS SUBDIVISION PHASE 2 consistent

with these COVENANTS. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all of the LOTS in said ST. ANDREWS SUBDIVISION PHASE 2 and their respective legal representatives, heirs, successors, grantees, and assigns.

### **ARTICLE III. ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Architectural Control Committee.** Architectural controls shall be established by an ARCHITECTURAL CONTROL COMMITTEE and shall be in effect to govern the site plan, design, and style of the house and/or associated structures, final grading of the LOT, and quality of materials. The initial ARCHITECTURAL CONTROL COMMITTEE shall consist of the DEVELOPER, or its designated agent(s), or assignees. After all LOTS have been built upon, or at such earlier time as the DEVELOPER deems appropriate, the architectural control of the subdivision shall be vested in and continued by an ARCHITECTURAL CONTROL COMMITTEE selected by the Board of Directors of the HOA, thereby turning over complete architectural control to the property owners themselves, and DEVELOPER shall thereupon be relieved and discharged from all such duties so assigned.

**Section 2. Review and Approval of Plans and Surveys by ACC.** Review and written approval of all plans and survey(s) by the ARCHITECTURAL CONTROL COMMITTEE (referred to herein as "ACC") shall be required prior to the construction of any DWELLING or structure. A survey (prepared by a licensed surveyor and not altered in any way) shall be submitted showing the location of property lines, all proposed structures, existing and proposed grades, well(s), sewers, landscaping, and fences. Home styles shall be compatible with the existing area and the contour of the land. Diversity in home styles, rooflines, and appearance shall be encouraged (identical home styles will be discouraged). The minimum allowable roof slope shall be 4' rise in 12' run. Only site built homes shall be permitted. No building, nor any structure, shall be moved to any LOT in the Subdivision. No modular, nor mobile homes, shall be allowed. No temporary structures shall be allowed.

A written copy of all plans and all specifications shall be submitted to the ACC and is subject to its written approval. All plans and drawings required to be submitted to the ACC shall be drawn to a scale of 1"-10', or to such other scale as the ACC may require. There shall also be submitted, where applicable, the permits or reports referenced elsewhere in these COVENANTS.

Approval or disapproval shall generally be given in writing within thirty (30) days after the ACC receives complete plans, the survey, and specifications. Construction may commence once written approval is granted. Even if approval is granted by the ACC, all improvements shall conform to these COVENANTS. The owner shall notify the ACC in writing, by certified mail, return receipt requested, of the issuance of the certificate of occupancy and shall include a copy of the certificate of occupancy with said notice. The ACC may inspect the improvements after this notification to approve for compliance. All construction shall be completed within twelve (12) months from the date of issuance of the building permit, unless extended by the applicable local building department and the ACC. A licensed and bonded general contractor shall build the DWELLING on said LOT; provided, however, that if the LOT owner is permitted to build

the DWELLING by the applicable local building ordinances and if the ACC gives its written approval, then a LOT owner may build the DWELLING. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. All of the plan and survey review and approval requirements set forth herein shall also apply to any construction of improvements to repair structures that are partially or totally destroyed by fire or otherwise.

**Section 3. Builders.** When the plans, specifications, and other documents are submitted to the ACC for review and approval, the proposed builder shall be disclosed to the ACC and shall be subject to written approval by the ACC. The ACC may approve the LOT owner as the builder in appropriate cases. All builders and all LOT owners performing any excavation, demolition, and/or construction upon a lot shall be properly licensed and insured as required by all applicable building ordinances, regulation, and requirements.

**Section 4. Inspection.** The ACC may inspect any work being performed on any LOT to assure compliance with these COVENANTS and applicable regulations. The ACC may also inspect any work performed after the completion of said work to assure compliance with these COVENANTS and applicable regulations.

**Section 5. Power of Disapproval.** The ACC may refuse to approve the construction, placement, or making of any requested improvement, if:

- (a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;
- (b) The design (exterior and interior), color scheme or construction materials of a proposed improvement (including, without limitation the type, color and material of all doors) is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures;
- (c) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare, or rights of all or any part of the other Owners; or
- (d) The landscaping does not fit with scheme of Developer.

**Section 6. Power to Grant Variances.** The ACC may allow reasonable variances or adjustments of these COVENANTS where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these COVENANTS, and no variance or adjustment shall be granted which is materially detrimental or injurious to other LOTS in the Subdivision.

**Section 7. Liability of LOT Owners.** The LOT owner is the person who has the authority, ability and the responsibility to control their LOT, their employees, their guests, their invitees, and to hire and fire their contractors, their subcontractors, and their materials suppliers. Therefore, neither the other LOT owners, nor the DEVELOPER, nor the ACC, nor the Home Owner's Association (HOA), nor any agent(s) thereof, shall be responsible in any way for any defects in plans, specifications, survey, materials, workmanship, or other such items, nor for any other defects thereto. By purchasing a LOT within the Subdivision and/or by building upon said

LOT, the "then current" LOT owner accepts full responsibility (financial and otherwise) for their own acts and omissions and the acts and omissions of their guests, their invitees, their contractors, their subcontractors, their material suppliers, and their respective employees, and said LOT owner shall pay for and reimburse the DEVELOPER, the HOA and any other LOT owners who have incurred or sustained losses, damage, costs, and reasonable attorney fees as a result of said actions. This paragraph shall include all intentional or unintentional: acts, errors, omissions, damage, or other actions, to one's own property and/or the property of others, and/or damage to the roads within the Subdivision.

#### **ARTICLE IV. GENERAL RESTRICTIONS**

**Section 1. Land Use.** Each LOT shall be used exclusively as a site for a dwelling for private residence purposes by only one family (herein "DWELLING"). Prior to the time that legal title to a LOT is first transferred from the DEVELOPER to an owner, the DEVELOPER shall be permitted to resubdivide or replat said LOT and, in addition, the DEVELOPER shall be entitled to dedicate additional roadways and easements over and across said LOT(s). Once the DEVELOPER transfers legal title from itself to an owner, no further resubdivision shall be permitted with respect to such transferred real estate and no LOT owner shall provide easements or access over and across said LOT to any other real estate without the express written permission of the DEVELOPER.

The open space shown as Outlot A and Outlot B on the plat of St. Andrews Development, Phase One, has been created pursuant to section number 7.20 of the Porter County Unified Development Ordinance, and all other subsequent revisions, as permanent common open space, intended for the common use and enjoyment of the residents of St. Andrews Subdivision. No structures, buildings, parking lots, roads, paving or concrete shall be built in this open space. In addition, no land-disturbing activities may take place, other than for cutting of natural trails or picnic areas or for general maintenance. These restrictions are created pursuant to an agreement and requirement, and constitute an open space easement created for the benefit of the public. The easement and restrictions shall remain in perpetuity and shall run with the land.

**Section 2. Dwelling Size.** The minimum square footage of the above grade, finished and heated living area (which shall exclude any area in a garage, basement, carport, terrace, porch, or accessory building) shall be: (a) 1,200 square feet on the main level for a one story DWELLING (i.e., ranch style), (b) 1,400 square feet for a one and a half story, two story, or Cape Cod, and (c) 2,000 square feet for a bi-level, tri-level, or quad-level (NOTE: Specific approval of the ACC must be obtained before a bi-level, tri-level, or quad-level can be constructed upon a LOT.). All DWELLINGS shall have an attached two (2) (or more) car garage (i.e., 2 car attached garage minimum), which is large enough for inside storage of two (2) standard sized automobiles.

**Section 3. Additional Structures.** No trailer, garage, barn, storage shed, outbuilding, or any other additional structure shall be used either temporarily or permanently as a dwelling or residence. No unattached or attached garage, barn, storage shed, outbuilding, or any other structure shall be placed, erected or altered on any LOT until the complete construction plans,

site plan and specifications are approved pursuant to the above ARTICLE III entitled, "ARCHITECTURAL CONTROL COMMITTEE." Notwithstanding anything contained herein to the contrary, no more than one (1) of the following additional structures: detached garage, barn or storage shed or outbuilding, shall be permitted on each LOT. The total square footage of said additional structure shall not exceed 250 square feet, and the material used on the exterior of said structure shall be the same as the material used on the exterior of the primary residence located on said LOT. The appearance of the additional structure shall match, as closely as possible, the design, character and style of the primary residence.

**Section 4. Building Location.** No DWELLING, garage, or other structure shall be located closer to the street than the distance as shown by the building line dimension on the recorded plat of subdivision from the front property line. All site plans must specifically show the house, building sidelines, front setback line, and rear setback line.

**Section 5. Woodlands Preservation.** No tree over 6" in diameter, measured 1 foot above grade, shall be removed without good cause. Good cause shall be limited to those trees which are necessary to build one's DWELLING, driveway, sewer line, garage, or other permitted structure, or those trees which have been found to be dead, dying, diseased, or pose a hazard to person or property, as attested to by a qualified tree surgeon. No tree required as a condition for the approval of the Subdivision by the local building authority shall be removed, unless said tree is immediately replaced by another tree of comparable size and of a type approved by the local building authority and the ACC.

**Section 6. Fences.** Vinyl-coated metal fences may be permitted if all fencing materials (e.g., posts, rails, fencing) are vinyl-coated and the ACC gives prior written approval for the materials and proposed installation. No chain links or wooden fences are allowed. All fences shall be constructed of such materials and in a manner, which does not detract from the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision. In addition, no fence of any kind shall be erected, placed, or maintained in the area between the rear, exterior wall of the main dwelling structure located on the LOT and the front property line, unless the ACC gives prior written approval to the installation of fencing in said areas. No fence shall exceed six (6) feet high in height, measured from the ground surface on which it is located. Any fence constructed within this Subdivision shall be kept in good repair by the LOT owner. Notwithstanding the provisions of this section, non-privacy aluminum fences, which shall not exceed four (4) feet in height, may be installed upon LOTS 34 to 52 of the Subdivision (i.e., St. Andrews Subdivision Phase 2), but only along the rear boundary line of such LOTS which are adjacent to and run along the boundary line of Outlot O.S.-2 (i.e., the south detention pond and a drainage and utility easement area), and any fences (including, vinyl-coated fences) upon LOTS 34 to 52 of the Subdivision (i.e., St. Andrews Subdivision Phase 2) shall not exceed four (4) feet in height.

**Section 7. Antennae.** No aerial, antennae, or satellite dish antennae shall be placed or erected upon any LOT, or affixed in any manner to the exterior of any DWELLING or other structure in the Subdivision except in the rear of the DWELLING and so as not to be visible from the street.

**Section 8. Boats and Motor Vehicles.** No trailers, boats, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked, or stored upon any LOT, nor shall any maintenance or repair be performed upon any trailer, boat, recreational vehicle, or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.

**Section 9. Maintenance of LOTS and Improvements.** The owner of any LOT in the Subdivision shall, at all times, maintain the LOT and any improvements situated thereon in such a manner as to prevent the LOT or improvements from becoming unsightly; and, specifically, such owner shall:

- (i) Remove all debris or rubbish;
- (ii) Prevent the existence of any other item(s) that reasonably tend(s) to detract from or diminish the aesthetic appearance of the Subdivision; and
- (iii) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any LOT, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep Owner's LOT free of weeds, underbrush, refuse piles, or other unsightly growths or objects, then the DEVELOPER, the HOA, and/or their designated representatives may enter upon said LOT and remove the same at the expense of the Owner as provided for herein, and such entry shall not be deemed a trespass.

**Section 10. Nuisances.** No noxious or offensive activity shall be carried on or upon any LOT, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the other LOTS within the Subdivision. No waste, trash or garbage of any sort shall be allowed on any LOT.

**Section 11. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any LOT; provided, however, that dogs, cats, and other common domesticated household pets may be kept on LOTS subject to such rules and regulations as may be adopted by the HOA, but even such animals (i.e., household pets) shall not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time within the Subdivision.

**Section 12. Signs.** No sign of any kind shall be displayed to public view on any LOT, except for the following:

- (a) any Owner, or a sales agent for an Owner, may place one professional sign on any Lot or Lots advertising the LOT or LOTS for sale; and
- (b) the ACC may authorize other signs for temporary periods of time subject to such rules and regulations as the ACC may adopt.

The size and design of all signs shall be subject to approval by the ACC.

**Section 13. Weapons.** The use of firearms within the Subdivision is strictly forbidden. No

hunting, target practice, nor any other use of firearms or other weapons is allowed.

**Section 14. Construction of Driveways.** All driveways or other entrances to any LOT in the subdivision from the dedicated streets in the subdivision shall be a dust-free surface of concrete and/or brick pavers; provided, however, that the ACC may approve other similar materials. No asphalt driveways and/or entrances shall be permitted upon any LOT in the Subdivision. All driveways and entrances shall be placed over an adequate stone base. It is recommended that the stone base be in place prior to tree clearing, and it is required that the stone base be in place prior to any foundation excavation. Weather permitting, the final surface of the driveway shall be installed no later than thirty (30) days after occupancy.

**Section 15. Overnight Parking.** No trucks or other similar vehicles having a load rating in excess of one (1) ton shall be parked on any of the streets or LOTS of the Subdivision in excess of twenty-four (24) hours.

**Section 16. Mailbox.** The style and construction of all mailboxes within the Subdivision shall be determined by DEVELOPER until such time as the DEVELOPER shall delegate said matters to the ACC. The Builder of each LOT shall be solely responsible for purchasing and installing the specified required mailbox on the LOT and recovering the cost of the mailbox and the installation thereof, prior to both: (a) occupancy of the dwelling on said LOT and (b) closing on the sale of the improvements constructed upon the LOT. After installation of the mailbox, the Owner of each LOT shall be solely responsible for maintaining the mailbox. If the mailbox is stolen or damaged, the Owner shall be solely responsible for purchasing and installing a new specified required mailbox within thirty (30) days, unless the ACC grants an extension of such deadline upon the Owner's written request.

**Section 17. Swimming Pools.** All swimming pools (i.e., in-ground and above-ground) shall be approved in writing by the ACC prior to installation. The ACC may approve in-ground and/or above-ground pools. As a condition of granting said approval, the ACC may impose requirements relating to the type of materials, fencing, and/or other matters.

**Section 18. Exterior Construction.** All DWELLINGS and other structures shall be required to meet the following minimum standards for exterior materials and construction:

- A. Roofing materials shall be made of asphalt shingles rated for 20 years or more, wood shakes, slate or simulated slate, standing seam metal, tile, or similar premium roofing material. The minimum roof pitch for the main roofs shall be 6/12, but lesser roof pitches may be permitted for roofs on dormers, porches, and similar items.
- B. All exterior walls of the DWELLING on all LOTS within the Subdivision shall be constructed using a minimum 2x4 stud wall construction.
- C. Vinyl siding materials may be used on a DWELLING, subject to advance written approval of the ACC. All siding material, regardless of material, shall extend to within six inches (6") or less from the finished grade [i.e., the unfinished gap cannot be more than six inches (6") wide measured vertically].



- D. All exterior chimneys on the front elevation of the structure facing any street must be of brick, stone, or other similar type material, and in no case shall exterior chimneys be sided with metal.
- E. No structure shall have metal prefabricated flues that extend above the highest roof line. No solar panels shall be permitted anywhere on any Lot, except in accordance with such requirements as shall be established by the ACC.
- F. All exterior construction material shall be subject to prior written approval by the ACC.

**Section 19. Landscaping.** All landscaping shown on the initial plans and specifications of the DWELLING as approved by the ACC and such other landscaping as is necessary for the integrity and/or protection of the Subdivision shall be completed by the Owner of the LOT within thirty (30) days of occupancy, weather permitting. No artificial grass, artificial plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT, unless approved by the ACC. No ornament, displays, or other freestanding decorations or ornamentation shall be placed or maintained upon the exterior portion of any LOT, except in accordance with such rules and policies as may be adopted by the ACC and/or the HOA.

Sod shall be installed in all portions of front yards, which shall include the portion of the front yard that lies between the sidewalk and the street curb. As a part of the initial required landscaping, a tree [having a minimum trunk diameter of least 2" (measured 2 feet above ground level) and a minimum height of 10 feet] shall be installed every thirty (30) linear feet in the area between the sidewalk and the curb that is adjacent to the street.

The Owner of the LOT and the person(s) in control of any LOT shall be solely responsible for the maintenance, removal, and/or replacement of any trees and/or shrubs required by the Porter County Unified Development Ordinance. If after notice from Porter County, the owner of the LOT and/or the person(s) in control of any LOT fail to maintain, remove, and/or replace a dead tree or shrub or any dead or dangerous limbs or branches thereon, Porter County may remove said tree, shrub, or limbs and collect the costs thereof from the owner of the LOT and/or the person(s) in control of any LOT pursuant to Chapter 11: Enforcement and Penalties of the Porter County Unified Development Ordinance and/or any other applicable ordinances, regulations, and/or laws.

**Section 20. Sanitary Service.** A "guide wire" shall be installed as a part of all sanitary sewer piping installed from the DWELLING to the connection into the main sanitary sewer line located upon the LOT. All connections and ties into the main sanitary sewer line located upon the LOT and/or any connective piping that ties into the main sanitary sewer line located upon the LOT must be inspected and approved by the Damon Run Conservancy District, or its designated representative, **BEFORE** the excavation for said connection is filled in. If the excavation is filled in before such inspection and approval occurs, the LOT Owner shall be solely responsible for payment of all costs incurred to re-excavate said location to expose the connection for the inspection. All costs charged by Damon Run Conservancy District for the inspection and approval of the sanitary sewer connections shall be the sole responsibility of the LOT owner and shall be paid for by the LOT Owner.

**Section 21. Yard Fixtures.** Clothes lines and/or laundry hanging lines, either permanent or temporary, shall not be permitted on the exterior of any structure or on any LOT within this Subdivision. Automatic dusk to dawn yard lighting shall not be permitted. Lighting energized by motion detection devices shall be permitted, as long as the lights reset (turn off) within ten (10) minutes after being energized. Manually controlled outside lighting shall be permitted.

**Section 22. Soil and Erosion Control.** The LOT owner is responsible for maintaining adequate soil and erosion control measures for said owner's LOT, including, but not limited to:

- a. All LOT owners and their builders are required to take all erosion control measures, including those contained in Rule 5 of 327 IAC 15 (et. al.), Storm Water Run-Off Associated with Construction Activity, as the plan applies to "land disturbing activity" undertaken by the LOT owners and/or their builder and/or their builders' subcontractors, and are required to comply with the soil and erosion control measures of 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 used 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.
- b. The LOT owner 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 connected with, any work done by the LOT owners, their builder and their builders' subcontractors, and their respective employees, agents, and/or subcontractors.
- c. At the minimum, during construction, the LOT owner shall erect and properly maintain (i) silt fencing along the front and sides of the owner's LOT, and park frontage LOTS shall have silt fencing along the entire park side of the property and (ii) the required screens on those curb inlet drains into which storm water drains from the LOT. Adequate silt and erosion control is the LOT owners' sole responsibility. Should, for any reason, a LOT owner fail to maintain adequate soil and erosion measures, and soil and/or erosion leaves the LOT, the DEVELOPER may, but is not obligated to, clean the soil and/or erosion, or the DEVELOPER may contract for the work on behalf of the LOT owner. If the DEVELOPER performs the work or contracts for said work, the minimum charge shall be \$100.00 per occurrence, or \$95.00 per hour, plus material and equipment charges, whichever is greater, which shall be in addition to the indemnification rights of the DEVELOPER hereunder. If a contractor hired by the DEVELOPER performs the work, the actual cost of the contractor's bill, plus twenty-three percent (23%) for overhead and handling, will be charged to the LOT owner. In either case, the DEVELOPER shall bill the LOT owner for the work, and if the LOT owner does not pay the bill within fifteen (15) days, or does not indemnify the DEVELOPER as required herein, the DEVELOPER may file a lien upon the LOT and pursue collection of payments due, which will include reasonable attorney fees, plus interest at one percent (1%) per month, without relief from valuation or appraisal laws. All costs of lien filing and costs of

collection, including but not limited to attorney fees and court costs will be added to the amount owed by the LOT owner.

- d. All driveways and entrances to any LOT shall be installed over an adequate stone base. It is recommended that the stone base be in place prior to tree clearing, and it is required that the stone base be in place prior to any foundation excavation and said stone driveway shall be maintained in good condition at all times. Adequate silt fencing, and other erosion control measures are the sole responsibility of the LOT owner. No silt, sediment, erosion or soil shall be permitted on the roadways of the Subdivision, nor shall any such items be permitted to leave any LOT in the Subdivision.

## **ARTICLE V. SEXUAL OFFENDER RESTRICTIONS**

**Section 1. Restriction on Sexual Offenders.** No person convicted of a sexually related offense or required to register with a designated registering agency under Indiana Code (IC) § 11-8-8-5 (“Offender”) may permanently or temporarily reside in the Subdivision.

**Section 2. Definitions.** The following terms shall be defined as follows for all purposes under this Article.

- A. The term “sexually related offense” includes, but is not limited to:
  - (i) Rape (IC 35-42-4-1);
  - (ii)
  - (iii) Child molesting (IC 35-42-4-3);
  - (iv) Child exploitation [IC 35-42-4-4];
  - (v) Vicarious sexual gratification (IC 35-42-4-5);
  - (vi) Child solicitation (IC 35-42-4-6);
  - (vii) Child seduction (IC 35-42-4-7);
  - (viii) Sexual misconduct with a minor (IC 35-42-4-9);
  - (ix) Incest (IC 35-46-1-3);
  - (x) Sexual battery (IC 35-42-4-8);
  - (xi) Kidnapping (IC 35-42-3-2), if the victim is less than 18 years of age
  - (xii) Criminal confinement (IC 35-42-3-3), if the victim is less than 19 years of age;
  - (xiii) Possession of child pornography (IC 35-42-4-4 (c))
  - (xiv) An attempt or conspiracy to commit a crime listed in subsections (i) through (xiii).
  - (xv) A crime under the laws of another jurisdiction, including a military court, that is substantially equivalent to any of the offenses listed in this Article, subsections (i) through (xiv).
  - (xvi) A person who is required to register as a sex offender in any jurisdiction.
  - (xvii) A child who has committed a delinquent act and who:
    - (1) is at least 14 years of age;
    - (2) is on probation, is on parole, is discharged from a facility by the department of correction, is discharged from a secure private facility (as defined in IC 31-9-2-11.5), or is discharged from a juvenile detention facility as a result

of an adjudication as a delinquent child for an act that would be an offense described in this Section 1, Paragraph A if committed by an adult; and  
(3) is found by a court by clear and convincing evidence to be likely to repeat an act that would be an offense described in the Section 25, Paragraph A, if committed by an adult.

(xviii) Sexually violent predators (IC 35-38-1-7.5).

- B. The terms “reside” or “residing” includes, but is not limited to, one or more of the following:
- (i) Being present on a LOT or portion of a LOT after 8:00 p.m. and before 8:00 a.m.
  - (ii) Directly or indirectly owning any interest in any LOT or real estate within the Subdivision other than a lien interest, including any interest obtained through foreclosure, gift, and/or any other transfer.
  - (iii) Being present or possessing a LOT or any portion of a LOT in any manner as a “principal residence” as defined in Indiana Code § 11-8-8-7.
  - (iv) Being present or possessing a Lot or any portion of a Lot in any manner as a “temporary residence” as defined in Indiana Code § 11-8-8-12.

**Section 3. Violations.** Each day that an Offender resides in the Subdivision is a new violation of this Article. All preexisting claims, defenses and rights are terminated and all claims or defenses relating to “grandfathering” are waived by each Owner and are terminated.

If, subsequent to the recording of these COVENANTS in the records of the Recorder of Porter County, an Offender resides in a LOT as a tenant, or under any other possessory interest, the owner of said LOT must immediately cause the person to vacate the LOT and, if the person does not vacate the LOT within fifteen (15) days of the date the owner was notified by the DEVELOPER and/or the HOA of the presence of an Offender (“Notice Date”), then the owner will commence eviction proceedings within thirty (30) days of the Notice Date. If the Owner fails to commence the eviction proceeding within thirty (30) days following the Notice Date and to diligently pursue the eviction to conclusion, then the DEVELOPER and/or the HOA may, but are not obligated to, act as attorney-in-fact for the owner and pursue the eviction action. If any action seeking eviction of an Offender under this subsection does not result in a judgment of possession in favor of the owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the Offender. In any such action and any appeal therefrom, the prevailing party shall be entitled to recover its attorney fees and costs from the other non-prevailing party.

The DEVELOPER and/or the HOA may, but are not obligated to, join or intervene in any eviction action of an Offender under this Article. In any such action and any appeal therefrom, the prevailing party shall be entitled to recover its attorney fees and costs from the other non-prevailing party.

Each Owner appoints the DEVELOPER and the HOA as the owner’s attorney-in-fact for the purpose of commencing eviction proceedings under this Article, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Article. This power of attorney is

expressly declared and acknowledged to run with the title of any and all LOTS and will be binding upon the heirs, personal representatives, successors and assigns of the owner.

Any Owner, who, by virtue of residing on a Lot is in violation of this Article, must vacate the LOT within thirty (30) days of receipt of written notice. If the owner fails to vacate the LOT within ninety (90) days, the DEVELOPER and/or the HOA may, in addition to all other remedies available to them, purchase the LOT at a purchase price equal to the average of two independent appraisals to be obtained by the DEVELOPER and/or the HOA, less the DEVELOPER's and/or the HOA's anticipated costs of selling the LOT, including, without limitation, brokerage fees of not more than seven percent (7%) of the appraisal value, cost of the appraisal, and other customary and incidental selling costs.

**Section 4. Other Remedies.** The provisions of this Article may be enforced with all remedies available at law or in equity. In addition to all other damages available, any owner in violation of this Article shall be responsible for and pay to DEVELOPER and the HOA their costs and expenses in enforcing this Article and securing the Subdivision during the continuance of the violation. All such expenses shall be secured by liens against the owner's LOT.

In addition to any enforcement rights or remedies that the DEVELOPER and/or the HOA may have under these COVENANTS, any LOT owner may enforce the provisions of this Article against a violating owner who is an Offender or a person possessing a Lot or any portion thereof who is an Offender as any other covenant restricting real estate; provided, however, that the owner need not follow the notice procedures set forth for the DEVELOPER and/or the HOA in this Article, but may proceed as in any other civil action. In such action, the prevailing party in the enforcement action shall be entitled to their costs and expenses, including attorney fees from the non-prevailing party.

**Section 5. Miscellaneous Provisions.**

- A. All references to a statute or codification shall be deemed to include any amendment and/or replacement of such statute or codification.
- B. The DEVELOPER, the HOA, the ACC, and their respective members, managers, directors, officers, employees, and agents will not be liable to any Owner or to anyone occupying and/or visiting the Subdivision:
  - (1) for any damage, loss, or prejudice suffered or claimed by any owner or person for any action taken or not taken to enforce this Article; and
  - (2) for any failure to dispossess an Offender.
- C. If any court shall determine that any restriction contained in this Article is unenforceable, it is the intention of the parties that the restriction set forth herein shall not thereby be terminated but shall be deemed amended to the extent required to render them valid and enforceable.

**ARTICLE VI.  
HOME OWNERS ASSOCIATION ("HOA")**

**Section 1. Home Owners Association.** A Home Owners Association for the Subdivision (herein "HOA") has been or will be formed as an entity under Indiana law. Although the purpose, powers, rights, procedures, rules, and other matters are or will be set forth in the documents that create and govern the HOA, said documents shall contain the following provisions.

**Section 2. Membership.** – The Owner(s) of record of each LOT within the Subdivision shall be a member of the HOA and consistent with the HOA Articles of Incorporation and the By-Laws, each LOT Owner shall have one (1) vote per LOT owned with respect to all matters that members are entitled to vote on so long as said LOT owner is current on any and all HOA dues, fees assessments and other charges. Membership in the HOA is mandatory for all LOT owners in the Subdivision, and no one may become a member in the HOA unless they are a LOT Owner in the Subdivision.

**Section 3. Board Of Directors** – The initial Board of Directors (Board) shall consist of three (3) persons, or such greater number of persons as determined by the DEVELOPER, who shall be appointed by the DEVELOPER for a term of no more than two (2) years after the date of said appointment. At such time as the DEVELOPER sells two-thirds of the LOTS within the Subdivision, the members of the HOA (i.e., the LOT owners) shall have the right to appoint the Board of Directors.

**Section 4. Covenants Control.** In the event of any conflict between the provisions of the documents that create and govern the HOA and these COVENANTS, the provisions of these COVENANTS shall control and take precedence. The documents that create and govern the HOA shall be subject to the provisions set forth in this document, and may contain any other provisions permitted by applicable law that are not in conflict with and/or inconsistent with any of the provisions of these COVENANTS.

**Section 5. HOA's Acceptance of Real Estate.** The DEVELOPER reserves the right to transfer title and ownership of Outlot O.S.-1, Outlot O.S.-2, Outlot O.S.-3, and Outlot O.S.-4 shared facilities, shared and common items, and any other property for the common use or benefit to the COMMUNITY to the HOA and the HOA shall accept title and ownership of same upon request of the DEVELOPER. Prior to the transfer of title and ownership of any such shared property within the COMMUNITY, the DEVELOPER reserves the right to transfer any and all maintenance obligations for same to the HOA and the HOA shall accept such maintenance obligations upon request of the DEVELOPER.

**ARTICLE VII.  
ASSESSMENTS AND OTHER CHARGES**

**Section 1. ASSESSMENTS, DUES, FEES, AND OTHER CHARGES.** The HOA shall have the right to impose assessments for maintaining the following: (a) the signs at all entrances to the Subdivision and the real estate upon which they are located, (b) the pond located in the initial

phase of the St. Andrews Subdivision (i.e., Phase 1), (c) the open areas located within the Subdivision (i.e., Outlots O.S.-1, O.S.-2, O.S.-3, and O.S.-4), and (d) any other common areas within the Subdivision. The HOA shall also have the right to impose assessments and/or other charges to obtain and pay for: (a) insurance for the HOA and any real estate owned by the HOA, (b) professional services provided to the HOA, (c) management services for performing any of the functions that the HOA is required or entitled to perform, (d) any reserves for replacements for real estate and any improvements thereon owned by the HOA or other common areas, and (e) any other administrative and/or other matters for the benefit of the Subdivision and/or the HOA. All such assessments, dues, fees, and other charges shall be allocated in equal shares among and against the DWELLINGS located and/or approved for construction within the COMMUNITY. Thus, upon final approval of a DWELLING within the COMMUNITY by the ACC as provided in these COVENANTS, said DWELLING shall thereafter be included as a DWELLING for purposes of allocating such assessments, dues, fees, and other charges. No assessments, dues, fees, or other charges shall be allocated against any of the LOTS owned by the DEVELOPER; provided, however, that if the DEVELOPER constructs a DWELLING upon a LOT then said LOT shall be included in the allocation of such assessments, dues, fees, and other charges from and after the time that final approval of said DWELLING is given by the ACC.

**Section 2. LIEN FOR UNPAID ASSESSMENTS, FEES, AND OTHER CHARGES.** The HOA shall have a lien against any LOT and the improvements thereon for: (1) all unpaid assessments, fees, dues, and other charges allocated against said LOT by the HOA, (2) interest at the rate of twelve percent (12%) per annum on said unpaid amounts, and (3) all costs of collecting said unpaid amounts, including, but not limited to, all attorney fees, court costs, and other costs incurred by the HOA in collecting said unpaid amounts.

## **ARTICLE VIII. RIGHT-OF-WAY AREA**

**Section 1. Ownership.** All of the right-of-way areas shown on the recorded plat as dedicated to Porter County (hereinafter "County Right-of-Way") shall be owned by Porter County and Porter County retains the right to remove any tree and/or shrub impeding necessary work to be performed by Porter County, any public utilities, and/or any other properly authorized users.

**Section 2. Maintenance.** Even though Porter County retains ownership of the County Right-of-Way, each LOT owner shall be solely responsible for maintaining the portion of the County Right-of-Way that is included within said owner's LOT as shown on the recorded plat.

**Section 3. No Liability to Porter County and Others.** Neither Porter County nor any public utility or other properly authorized user of Porter County's property located between the street and the sidewalk and/or right-of-way line shall be liable to the owner of the LOT for any damages done to trees or shrubs located upon Porter County property between the street and the sidewalk and/or right-of-way line as a result of actions of Porter County or any public utility or other authorized user or their agents or employees in the performance of their duties.

**ARTICLE IX.**  
**DAMON RUN CONSERVANCY DISTRICT**

**Section 1. Damon Run Conservancy District.** Each owner of any LOT, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall be deemed to covenant and agree: (a) that the Subdivision is a part of the Damon Run Conservancy District (herein "District"), and (b) to comply with all of the terms, conditions, rules, and regulations of the District, including, but not limited to, the owner of any LOT at his/her sole cost and expense paying all fees and charges associated with obtaining utility service from the District. No LOT in the Subdivision may be serviced by any utility service company or entity other than the District if the District provides the same service.

**Section 2. Damon Run Tributary.** The plat for the Subdivision shows an easement that extends in each direction from the centerline of the portion of the Damon Run Tributary that runs through and adjacent to the Subdivision. Notwithstanding anything to the contrary in these COVENANTS, no structure shall be erected or allowed to be maintained at any point within said easement (whether below, at, or above ground level) without the express written consent of the DEVELOPER, and no obstruction or rechanneling drainage flows of the Tributary is permitted.

**ARTICLE X.**  
**GENERAL PROVISIONS**

**Section 1. Severability.** In the event that any part(s) of these COVENANTS is construed or declared unenforceable by a Court of competent jurisdiction, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

**Section 2. Initial Terms and Extensions.** These COVENANTS shall run with the land and shall be binding on all parties, persons, or entities claiming under them or onto the land for a period of twenty (20) years from the date of recording of this document, after which time said COVENANTS shall automatically extend for successive periods of 10 years, unless a signed agreement by seventy-five percent (75%) (or more) of the then current property owners of said LOTS has been recorded, modifying these COVENANTS in whole or in part. Notwithstanding the foregoing provisions, no changes, amendments, or modifications to these COVENANTS that would increase any of the DEVELOPER'S obligations shall be made unless and until the DEVELOPER expressly agrees and consents in writing to such changes, amendments, or modifications.

**Section 3. Remedies.** The DEVELOPER and any 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 or reversion or forfeiture of title resulting from such violation. In any action for the enforcement of the provisions of these COVENANTS, the prevailing party shall be entitled to recover its attorney fees and other costs and expenses incurred from any non-prevailing party.



**Section 4. Assignment by Developer.** The DEVELOPER reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the DEVELOPER by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Porter County, Indiana and DEVELOPER shall thereupon be relieved and discharged from all such duties so assigned.

**Section 5. Failure to Enforce.** Enforcement of these COVENANTS is a right that is available to all "then current" LOT owner(s), the DEVELOPER, the ACC, and/or the HOA. While the right to enforce is an option, there is no duty or obligation to enforce placed upon any such party. The failure to enforce any of these COVENANTS by any LOT owner, the DEVELOPER, the ACC, and/or the HOA, shall not constitute a waiver or a continuing waiver, nor shall it create a waiver of any subsequent breach of the same, similar, or different term, condition, restriction, or covenant. No such failure to enforce shall entitle any LOT owner to claim, sue for, or receive any damages or other payment with respect to such failure to enforce from any other LOT owner, the DEVELOPER, the HOA, the ACC, and/or any other entity. In addition, if any other LOT owner(s), the DEVELOPER, the HOA, the ACC, and/or any other entity(s) is named by any LOT owner in any legal action for failure to enforce, the other LOT owner(s), the DEVELOPER, the HOA, the ACC and/or any other entity(s) shall be entitled to recover their reasonable attorney fees, costs and expenses incurred in defending said action from said LOT owner that named them in any legal action for failure to enforce

**Section 6. Interpretation.** The DEVELOPER and the HOA (jointly) may interpret or clarify the meaning of any of these COVENANTS or any portion thereof. For instance, should the LOT owner desire to use new or innovative building materials, new types of construction, or other items not specifically addressed herein, the DEVELOPER and the HOA may consider those items on a case-by-case basis. If such interpretation is by a written document, duly executed by the DEVELOPER and the HOA, and recorded with the Porter County Recorder's Office, the same shall interpret or clarify the meaning of the COVENANTS for the mutual benefit and protection of the COMMUNITY and shall hence forth be binding upon the COMMUNITY's LOT owners and their respective legal representatives, heirs, successors, grantees, and assigns.

**Section 7. Miscellaneous.** The underlined titles preceding the various paragraphs and subparagraphs of these COVENANTS are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of these Covenants. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter. The word "Owner" shall be defined for purposes of this Agreement as a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title to a LOT, and any executors, heirs, legatees, successors, and assigns thereof.

**Section 8. Notice.** Except as otherwise expressly provided herein, all notices to be given hereunder shall be given in a writing that is sent by registered or certified mail, return receipt requested, and shall be deemed to have been received on the day following the mailing thereof.

IN WITNESS WHEREOF, the DEVELOPER has voluntarily executed this Declaration of Restrictions and Covenants for St. Andrews Subdivision, Porter County, Indiana on this 14<sup>th</sup> day of February, 2024.

DEVELOPER:

ST. ANDREWS DEVELOPMENT, LLC

BY: William A. Hasse, III  
William A. Hasse, III, President/Manager

BY: Patty Stovall  
Patty Stovall, Secretary

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF LAKE    )

Before me, a notary public for the State of Indiana and a Resident of Lake County, Indiana, personally appeared William A. Hasse, III, as President and Manager of St. Andrews Development, LLC, who signed the foregoing Declaration of Restrictions and Covenants for St. Andrews Subdivision Phase 2, Porter County, Indiana, on behalf of said Company at its special request as his free and voluntary act on this 14<sup>th</sup> day of February, 2024.


My Commission Expires:

January 26, 2032

My Commission Number: 07770

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF LAKE    )

Lynda Niaves  
Lynda Niaves, Notary Public  
for the State of Indiana and a  
Resident of Lake County, Indiana



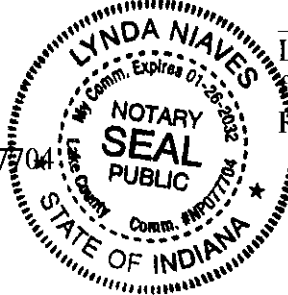
Before me, a notary public for the State of Indiana and a Resident of Porter County, Indiana, personally appeared Patty Stovall, as Secretary of St. Andrews Development, LLC, who signed the foregoing Declaration of Restrictions and Covenants for St. Andrews Subdivision Phase 2, Porter County, Indiana, on behalf of said Company at its special request as her free and voluntary act on this 14<sup>th</sup> day of February, 2024.

My Commission Expires:

January 26, 2032

My Commission Number: 077704

Lynda Niaves  
Lynda Niaves, Notary Public  
for the State of Indiana and a  
Resident of Lake County, Indiana



### **PREPARER'S CERTIFICATION**

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

\_\_\_\_\_  
Stephen M. Maish, Attorney at Law (Preparer)

#### **THIS DOCUMENT PREPARED BY:**

Stephen M. Maish, Esq.  
Maish & Mysliwy, Attorneys at Law  
53 Muenich Court  
Hammond, Indiana 46320  
Telephone: (219) 931-4477  
E-Mail: [maishmys@aol.com](mailto:maishmys@aol.com)  
(Attorney for Developer)

#### **AFTER RECORDING, RETURN TO:**

Stephen M. Maish, Esq.  
Maish & Mysliwy, Attorneys at Law  
53 Muenich Court  
Hammond, Indiana 46320