

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 034659

2007 APR 26 PM 3:05

MICHAEL A. CROWN
RECORDER

Restrictive Covenants
For
Gilbert's Grove

The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to these Restrictive covenants, is located in Lake County, Indiana, and comprises all of the property, lots, tracts and easements shown and/or platted within or upon the real property is legally described on the attached Exhibit "A" and hereinafter shall be known as the "Property".

All covenants shall be binding on all persons, corporations, partnerships, trustees, or any other legal entity having any right, title, or interest in any portion of any of the Property, their heirs, personal representatives, transferees, assigns, and successors in interest, and shall constitute covenants running with the land.

1. No lot shall be used except for residential purposes.
2. No lot shall be re-subdivided so that more than one single family home may be built on any lot as platted.
3. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 8.0 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30.0 feet from the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building on one lot to encroach upon another lot.
4. No modular building shall be erected, placed, or altered on any building plot in the Property except those of the finest quality with adequate roof lines and pitch until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of existing design with existing structures in the Property by Carole A. Gilbert, or her successors or assigns, or by duly appointed representative of Carole

(g) No trucks, camper, recreational vehicles, motor homes, vans, trailers, boats or similar vehicles, including unlicensed vehicles, shall be parked longer than 48 hours within any seven day period on any street or lot, unless stored within an enclosed building.

8. The owner of each lot shall at all times maintain the lot and all improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, each owner shall:

(a) Mow the lot at such time as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(b) Remove all debris or rubbish.

(c) Cut down and removed dead trees and stumps.

(d) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

(e) Apply such fertilizer and /or weed killer as may be required to maintain an attractive lawn.

(f) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the subdivision.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building material, refuse or fill dirt may be placed within each easements in such a manner that the drainage of said lot or other lots in the Property is prevented. An easement is hereby granted to the Lake County, the local telephone company servicing the Property, and Northern Indiana Public Service Co., and any other public utility, 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 or strips of land designated by dotted lines on the plat and marked "Easements" for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the lots, together with the right to enter upon said easements for public utilities at all times for any and all purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such public utility equipment. No permanent buildings 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 easements for such public purposes.

A. Gilbert. Any dwelling, garage or other structure being erected on any lot shall be completed within twelve (12) months from the date of commencement of constructions.

5. No dwelling shall be erected having a minimum floor area less than 1325 square feet ground floor area in one or one and one-half story dwelling, 800 square feet ground floor area and a total of 1600 square feet on the first and second story in a two story or a total of 1400 square feet on main and upper levels on a split level dwelling, excluding garage.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. The following restrictions shall be strictly observed:

(a) No line fence or wall shall be built to a greater height than 5 feet from the grade adjacent to the wall or fence at all points, nor shall any wall greater than 2 feet in height be built between the front building line and the front lot line.

(b) No owner shall burn or permit the burning out of doors of garbage or other refuse, nor shall any refuse be stored except as herein permitted. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any other lot within the subdivision at any time, except at the time when refuse collections are being made.

(c) No birds, animals, or insects shall be kept or maintained on any lot, except generally recognized household pets. Under no circumstance shall any pet be kept or maintained on any lot for business, commercial, breeding or show purposes. Any dog houses, pens, runs or other housing or holding facilities, whether temporary or permanent, located in any yard are prohibited and shall be deemed to be a legal nuisance. Any pet causing or creating a disturbance shall be permanently removed by the owner of the lot upon which it is housed.

(d) Fuel of any kind giving off black smoke or strong obnoxious odors shall not be used.

(e) No tank for storage of fuel oil not enclosed within the dwelling shall be maintained above the surface of the ground.

(f) No exterior radio or T.V. antennas, towers or dishes larger than 24" in diameter shall be permitted on the premises.

The foregoing restrictive covenants are to run with the land and shall be binding on all parties and all person claiming under them until January, 2012, at which time said restrictive covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these restrictive covenants, it is agreed to change such restrictive covenants in whole or in part. Invalidations of any one of the foregoing restrictive covenants by judgments or Court order shall in no way affect any of the other restrictive covenants, which shall remain in full force and effect.

All streets shown and not heretofore dedicated are hereby dedicated to the public.

IN WITNESS WHEREOF, the undersigned has caused these Restrictive Covenants to be executed on the 26th day of April, 2007.

Gilbert's Grove LLC

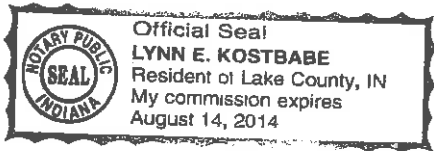
By: Carole A. Gilbert
Carole A. Gilbert, Member

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public for said County, State of Indiana, personally appeared Carole A. Gilbert, member of Gilbert's Grove LLC, and acknowledged the execution of the foregoing instrument to be her free and voluntary act. Signed and sealed this 26~~th~~ day of APRIL, 2007.

My commission Expires:

8-14-2014



(SEAL)

Lynn E. Kostbade

Notary Public

Printed Name: Lynn E. Kostbade

County of Residence LAKE

Exhibit "A" of Restrictive Covenants

Part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 32, Township 36 North, Range 7 West of the 2nd P.M. described as: Beginning at the Northwest corner of said NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$; thence North 89°20'37" East along the North line of the SE $\frac{1}{4}$ of said Section 32, a distance of 350.02 feet; thence South 02°01'11" East, 260.00 feet; thence South 56°01'58" East, 70.41 feet; thence South 21°31'38" West, 275.31 feet; thence South 81°52'21" West, 130.70 feet; thence North 54°59'01" West, 209.15 feet to the West line of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$ of said Section 32; thence North 02°01'11" West, 450.00 feet to the Point of Beginning, containing 4.3529 acres more or less.