

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. BROWN  
RECORDER

RETURN TO: GLENN R. PATTERSON, ESQ.  
LUCAS, HOLCOMB & MEDREA, LLP  
300 EAST 90TH DRIVE  
MERRILLVILLE, IN 46410

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
LAKE GEORGE PLATEAU UNIT NO. 7  
HOBART, INDIANA**

This Declaration is made this day by **THE CSOKASY FAMILY II LIMITED PARTNERSHIP, a Nevada limiter partnership** (herein the "Subdivider").

**RECITALS, INTENT AND PURPOSES**

**WHEREAS**, the Subdivider and/or its predecessors in title owns or have owned fee simple title to certain real estate in the City of Hobart, Lake County, Indiana, which is more particularly described as follows:

Lots 1 through 19, inclusive, Lake George Plateau Unit No. 7 Phase 1, an addition to the City of Hobart, as shown in Plat Book 97, page 37, and Lots 20 through 73, inclusive, Lake George Plateau Unit No. 7 Phase 2, an addition to the City of Hobart, as shown in Plat Book 97, page 69, each in the Office of the Recorder of Lake County, Indiana.

(hereinafter the "Real Estate"); and

**WHEREAS**, Subdivider desires to create on the Real Estate a residential community consisting of single-family residential dwelling lots (herein the "Lots").

**NOW, THEREFORE**, the Subdivider hereby declares that the Real Estate shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and

attractiveness of the Real Estate. These covenants, conditions and restrictions shall run with the Real Estate as part of a general plan of development and shall be binding on all parties having or acquiring any right, title or interest in the Real Estate, any Lot, or any part thereof, and shall inure to the benefit of each owner thereof.

1. **SINGLE FAMILY DWELLING USE -- GARAGES.** Each Lot shall be used exclusively as a site for a dwelling for private residence purposes only by a single family. "Side-load" design garages are prohibited. No further resubdivision shall be allowed. All structures must meet all state and city codes, ordinances, and regulations.

2. **SCREENING FENCE ON CERTAIN LOTS.** Subdivider will construct a six foot (6') screening fence (the "Screening Fence") along the Easterly lot lines of Lots 1, 4, 5, 6, 7, 8, and 9, of the Real Estate (separately a "Fence Lot" and collectively the "Fence Lots"), at a location, and using such designs and materials as are approved by the City of Hobart. The owner of each Fence Lot shall be required, at such Fence Lot owner's cost and expense, to maintain, repair and replace the Screening Fence located on such owner's Fence Lot, as needed from time to time, as determined by a majority of the owners of the Fence Lots, or as otherwise required by the City of Hobart. In the event that any owner of a Fence Lot shall fail or refuse to maintain, repair or replace the Screening Fence in accordance with the foregoing (a "Defaulting Owner"), then any owner of any other Fence Lot (a "Curing Owner") may enter upon the Defaulting Owner's Fence Lot and maintain, repair or replace the Screening Fence and/or to otherwise bring the Screening Fence on such Fence Lot into compliance herewith at the expense of Defaulting Owner, and such entry shall not be deemed a trespass. In the event of such, a lien shall arise and be created in favor of the Curing Owner and against the Defaulting Owner and the Defaulting Owner's Fence Lot, for the full amount of such cost of maintenance, repair and replacement, and that amount shall be due and payable within thirty (30) days after the Defaulting Owner is billed. There is hereby created and declared a mutual reciprocal easement encumbering each Fence Lot for the benefit of each other Fence Lot, for the maintenance, repair and replacement of the Screening Fence in accordance with the foregoing.

3. **STORAGE AND PARKING OF VEHICLES.** No commercial trucks, semi tractors, or semi trailers of any kind shall be kept on or stored on any part of the Real Estate. All motor homes and other habitable motor vehicles, camping trailers, boats and boat trailers, and other large vehicles shall be parked as much as possible in a location so as not to be visible from any street.

4. **SATELLITE DISHES AND ANTENNAS.** No satellite or communication dishes or antennas shall be permitted, except for a satellite dish which does not exceed twenty-four inches (24") in diameter.

5. **SWIMMING POOLS.** All swimming pools must comply with all local codes and ordinances and must be located behind the dwelling in the rear yard as much as



possible in a location so as not to be visible from any street.

6. **CLOTHES LINES.** No outside clothes lines, drying racks or similar type devices shall be erected, raised or rigged or constructed on any Lot in any location where they may be visible from the street.

7. **ANIMALS.** No livestock, poultry, rabbits, pigeons or other birds or any farm animal(s) shall be kept on any Lot. Only domesticated house pets usually kept in the residence are permitted.

8. **WEAPONS.** The use of firearms or other dangerous and/or deadly weapons on any part of the Real Estate is strictly forbidden. No hunting, target practice nor any other use of firearms or other weapons is allowed.

9. **SIGNS; WEEDS; REFUSE.** No signs or other advertising shall be displayed on any Lot except for "For Sale" signs for the sale of the Lot. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot which is occupied by a completed dwelling. The height of weeds or grass shall not exceed six inches (6") on a Lot. No refuse pile or unsightly objects shall be allowed to be placed or remain on any Lot. In the event that any owner of any Lot shall fail or refuse to keep the Lot free from weeds, underbrush or refuse piles or other unsightly growths or objects in accordance with the foregoing, then any owner of any other Lot may enter upon such lands and remove the same and/or to otherwise bring the Lot into compliance therewith at the expense of the owner and such entry shall not be deemed a trespass. In the event of such, a lien shall arise and be created in favor of the such other Lot owner and against such Lot for the full amount chargeable to such Lot and that amount shall be due and payable within thirty (30) days after the owner is billed.

10. **ENFORCEMENT.** For a violation or a breach of any provision of this Declaration by any owner of any Lot or by any person claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the Lot owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with these terms or to prevent the violation or breach of any of them or to recover damages, or both, and shall be entitled to recover all costs thereof, including attorneys' fees. In addition, the Subdivider shall have the right, whenever there shall have been built on any Lot any structure which is in violation of this Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the owner. Any such entry and abatement or removal shall not be deemed a trespass. In the event of such legal action, a lien shall arise and be created in favor of the Subdivider and against such Lot for the full amount of such costs and attorney's fees as well as for all damages recovered therein.

11. **LIEN FORECLOSURE.** Should a Lot owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the holder of such lien



and/or its successors and assigns, shall have the right to foreclose such lien, and to collect interest on the amount due at the rate of twelve percent (12%) per year from the date the lien was created, and shall be entitled to receive all costs of collection, including attorneys' fees. Such liens shall be foreclosed in the same manner as required for mechanic's liens under Indiana law.

**12. SUBDIVIDER'S RIGHT TO AMEND DECLARATION.** Subdivider reserves the right and power and without consent or approval of any of the owners of Lots or mortgagees of the Lots to amend or supplement this Declaration at any time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the Lots, and the structures constructed or located thereon, (c) to bring this Declaration into compliance with any law or statutory requirements, (d) to correct clerical or typographical errors in this Declaration or any exhibit or supplement hereto.

**13. NON-WAIVER.** The failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in no event be deemed a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from the requirements of this Declaration.

**14. TERMINATION AND AMENDMENT; EXTENSION.** Unless sooner terminated or amended, this Declaration shall inure to the benefit of and be enforceable by the Subdivider, its beneficiaries, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded. Unless terminated or amended as provided in this Paragraph 14, this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be (a) amended at any time by an instrument signed by the then owners of two-thirds (2/3) of the Lots, together with any owner or mortgagee of any Lot, or (b) terminated at any time by an instrument signed by the then owners of ninety percent (90%) of the Lots, together with any owner or mortgagee of any Lot. Any amendment or termination shall not become effective until recorded in the Office of the Recorder of Lake County, Indiana.

**15. NOTICES.** Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as owner on the records of the Newton County Auditor at the time of mailing.



16. **SEVERABILITY.** In the event that any part of this Declaration 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.

17. **CONSTRUCTION AND SALE.** Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Subdivider to maintain and carry on upon any part of the Real Estate such facilities and activities as, in the sole opinion of Subdivider, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including but not limited to, business offices, signs, model homes, and sales offices, and the Subdivider shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Subdivider as models and sales offices. This Paragraph may not be amended without the express written consent of the Subdivider.

18. **LIMITATION ON SUBDIVIDER'S LIABILITY.** Notwithstanding anything to the contrary herein, it is expressly agreed, and the owner of each Lot, by accepting title to a Lot, acknowledges and agrees that neither the Subdivider (including without limitation any assignee of the interest of Subdivider hereunder) nor any beneficiary, director, member, officer or shareholder of Subdivider (nor any beneficiary, partner, officer, director, member or shareholder in any such assignee) shall have any personal liability to any Lot owner, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except to the extent of its interest in the Real Estate; and, in the event of a judgment, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

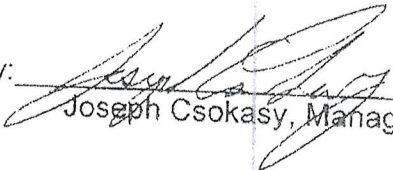
19. **MISCELLANEOUS.** The underlined titles preceding the various paragraphs and subparagraphs are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision. Wherever and whenever applicable, the singular form of any word shall be taken to mean 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 natural person, firm, corporation, limited liability company, limited liability partnership, limited partnership, partnership, association, trust or other legal entity, or any combination thereof, which owns a fee simple title to a Lot, and any executors, heirs, legatees, successors, and assigns thereof.

IN WITNESS WHEREOF, the Subdivider has caused this instrument to be signed  
as of this 24<sup>th</sup> day of November, 2008.

**SUBDIVIDER:**

THE CSOKASY FAMILY II LIMITED  
PARTNERSHIP, by J & D Csokasy, LLC, its  
Sole General Partner

By: \_\_\_\_\_

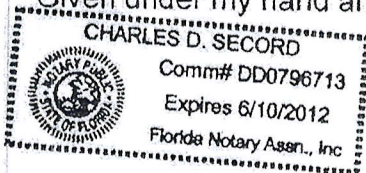
  
Joseph Csokasy, Manager

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF OSCEOLA    )

ACKNOWLEDGMENT

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEPH CSOKASY, the Manager of J & D Csokasy, LLC, the Sole General Partner of the Csokasy Family II Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as a free and voluntary act on behalf of said Subdivider, for the uses and purposes therein set forth.

Given under my hand and seal this 24<sup>th</sup> day of November, 2008.

 Charles D. Secord  
Notary Public

Printed Name: Charles D. Secord

My Commission Expires: 6/10/2012

County of Residence: Osceola

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. Glenn R. Patterson

This instrument prepared by Glenn R. Patterson, Lucas, Holcomb & Medrea, LLP, 300 East 90<sup>th</sup> Drive, Merrillville, Indiana 46410

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