

138102

**RESTRICTIVE COVENANTS
CANDLELIGHT TRAILS SEVENTH ADDITION, BLOCK TWO**

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:

Lots 113 through and including 134, all inclusive and lot 151, Candlelight Trails Seventh Addition, Block Two, to the Town of St. John as recorded in plat book 69, page 50 in the office of the Recorder, Lake County, Indiana.

1. That any building, exclusive of a garage incident 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 1 family.

2. Any residence or dwelling house erected on any lot shall contain the following minimum square footage which can be utilized as a area for living purposes, exclusive of garage space.

a)	Single story ranch	1,400	sq. ft.
b)	Two story	1,700	sq. ft.
c)	Bi, Tri, or Quad level (on living room and bedroom levels, exclusive of family or utility areas)	1,300	sq. ft.

3. No residential dwelling shall have less than forty (40) percent of stone or face brick on the front exterior thereof. In addition, any exterior chimney, visible from ground level to the roof line, shall be of masonry construction. In cases where architecture would be impaired, the owners of 51% of the lots in this addition may grant an approval of the plan and a variance to this restriction.

4. Any residence or dwelling house erected on any lot shall erect an attached two-car garage and in addition thereto, shall provided a minimum of two off-street parking spaces which shall consist of paved driveway. All driveways and parking areas shall be rigid poured concrete. All foundations shall be poured concrete.

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STATE OF INDIANA / S.S. NO.
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TICOR TITLE INSURANCE
107 N. Main St.
Crown Point, Indiana 46307
P.O. Box 920

5. Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk of poured concrete along all street frontage and within the public right-of-way.
6. 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, provided further, that driveways may drain to the street curb.
7. Exterior siding, sheeting, or finishing materials 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.
8. A building set-back line shall be maintained on all lots as indicated on the subdivision plat, provided that said requirement shall not apply to bay windows, porches, steps, eaves, sidewalks, driveways and garages attached to the residence; such garages may project not to exceed 10 feet beyond the front building set-back line.
9. That no residence, building, or other structure, shall be erected closer than 10 feet to the side line 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, provided that the eaves, bay windows or window, open porch, steps, sidewalks or driveway shall be excluded from said requirement.
10. No building shall be moved from another location to a lot in this subdivision.
11. A drainage easement and lies between Lots 121 and 124, 123 and 124, 126 and 127, along the northern lot lines of Lots 113 through and including Lot 115. The drainage swale which is established by slope and elevation along said easement may not be modified by any subsequent owners of said lot and the Town of St. John is hereby granted the right to enter upon and remove any obstruction to said drainage easement and to regrade same to the designated elevations and contours.
12. All foundation excavation shall be performed by Snow-N'-Son, Inc. provided however, that backfilling, rough or finish

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grading, cutting of driveways or sidewalks, or other similar work may be performed by any contractor of the owners choosing.

13. An easement is hereby granted to the Town of St. John, Illinois Bell Telephone 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 remove any trees, shrubs, or saplings that interfere with any such utility equipment. 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.

14. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2009 at which time such covenants shall be automatically extended for successive periods of 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.

15. 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 Town of St. John 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.

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 Town of St. John, and reserved to the several

owners of the several lots in this subdivision and to their heirs and assigns.

16. 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.

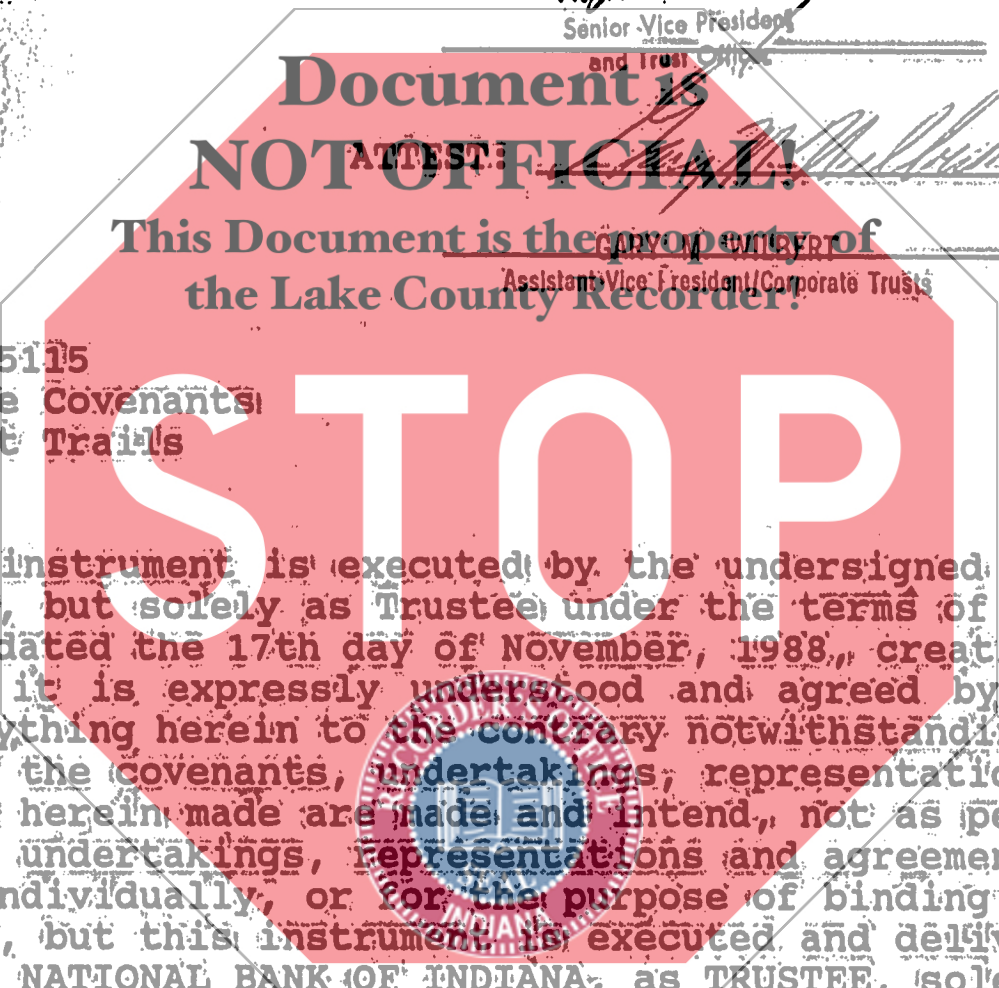
MERCANTILE NATIONAL BANK OF INDIANA
AS TRUSTEE UNDER TRUST NO. 5115

BY: [Signature]
H.P. SMITDY
Senior Vice President and Trust Officer (Title)



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ATTEST: [Signature]
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GARY D. WILBY
Assistant Vice President/Corporate Trusts (Title)

Trust No. 5115
Restrictive Covenants
Candlelight Trails



This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement, dated the 17th day of November, 1988, creating Trust No. 5115; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, as TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenants, undertaking, representation, or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a

Senior Vice President and Trust Officer

and its corporate seal to be hereunto
affixed and attested by its Assistant Vice President/
Corporate Trusts
the day and year first above written.

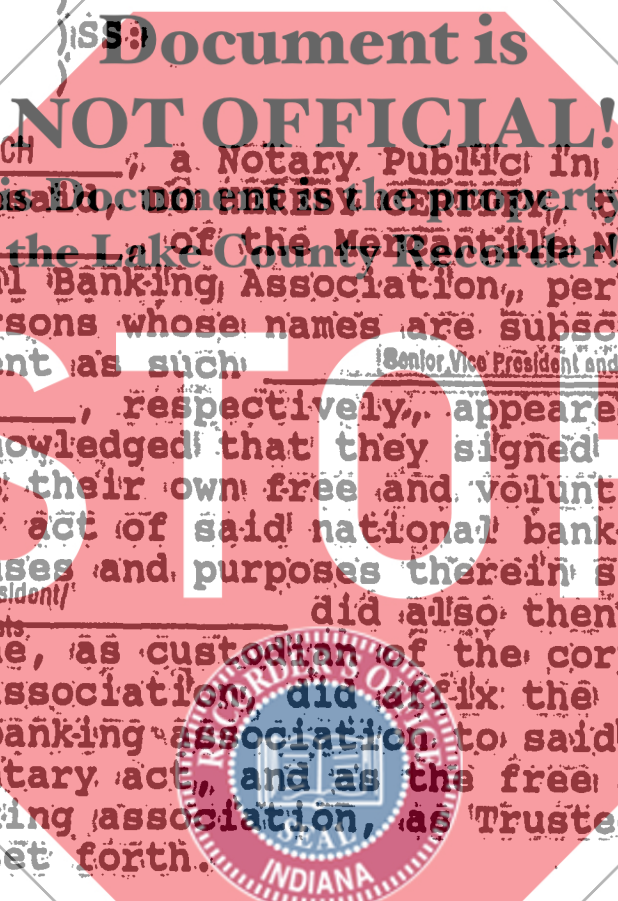
MERCANTILE NATIONAL BANK OF INDIANA, AS
TRUSTEE AFORESAID AND NOT PERSONALLY,

BY: H. F. SMIDDY
Senior Vice President
and Trust Officer



GARY M. WILBERT
STATE OF INDIANA
Assistant Vice President/Corporate Trusts

COUNTY OF LAKE

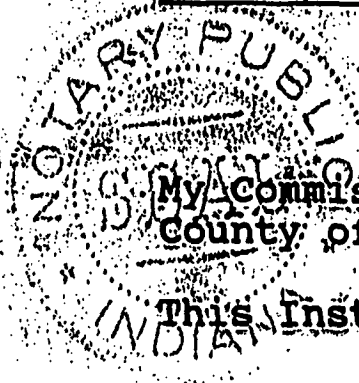


I, LORRAINE S. KOVACH, a Notary Public in and for said county
in the State of Indiana, do hereby certify that H. F. SMIDDY
and GARY M. WILBERT of the Mercantile National Bank of
Indiana, a National Banking Association, personally known to me
to be the same persons whose names are subscribed to the
foregoing instrument as such Senior Vice President and Trust Officer and
Assistant Vice President/ respectively, appeared before me this day
in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary acts, and as the
free and voluntary act of said national banking association, as
Trustee, for the uses and purposes therein set forth, and the
said Assistant Vice President/ did also then and there
acknowledge that he, as custodian of the corporate seal of said
national banking association, did affix the said corporate seal
of said national banking association to said instrument as his
own free and voluntary act, and as the free and voluntary act of
said national banking association, as Trustee, for the uses and
purposes therein set forth.

Given under my hand Notarial Seal this 26th day of
October, 1990.

Lorraine S. Kovach

Notary Public
LORRAINE S. KOVACH
My Commission Expires: May 21, 1991
County of Residence: LAKE



My Commission Expires: _____
County of Residence: _____

This Instrument Prepared By: Michael L. Muenich
Attorney at Law
3235 - 45th Street
Highland, Indiana 46322
219/924-2640