

**FILED**

KEYS 12-199-1 to 27

OCT 07 1997

**RESTRICTIVE COVENANTS**

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 41 through 62 and 134 through 138, Unit 4, Edgewood Estates addition to the Town of St. John, as recorded in Plat Book 53, Page 41, in the Office Of the Recorder of Lake County, Indiana.

**SAM ORLICH  
AUDITOR LAKE COUNTY**

97068103

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 of dwelling and shall be occupied by not more than one (1) family.
2. A. Any residence or dwelling house erected on lots 41 through 62 and 134 through 138
  - (1) All one-story residential structures with basements shall have a minimum first-floor area of 1800 sq. ft.
  - (2) All 1-1/2-story residential structures with basements shall have a minimum total floor area of 2000 sq. ft.
  - (3) All quad-level, tri-level, and bi-level residential structures shall have a minimum first-floor area of 1600 sq. ft., not including the lower levels of the structure. Lower levels may remain unfinished on quad-levels, tri-levels, and bi-levels.
  - (4) All two-story residential structures with basements shall have a minimum total area of 2300 sq. ft.
  - (5) All residential structures without a basement or on a concrete slab shall have a minimum first-floor area 20% greater than listed above. This does not pertain to tri-level structures where a portion of the structure may have a full basement.
  - (6) The above minimum areas do not include porches, breezeways, or attached garages.
  - (7) Any residence or dwelling house erected on any lot described in paragraph 2(A) above shall provide a minimum of two off-street parking spaces which shall consist of paved driveway. All driveways and parking areas shall be rigid surface. Rigid surface is defined as paving brick, blacktop, or rigid poured concrete.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

OCT 7 1997  
AM 9:53

W. CARTER  
RECORDER

211800-5752

TICOR TITLE INSURANCE  
Crown Point, Indiana

# 97068103

Return: E + M Development  
910 Richards Road  
Deer, In 46311

2300  
09249  
tu

3. No residential dwelling shall have less than forty (40) percent of stone or face brick on the front exterior thereof. In cases where architecture would be impaired, the architectural control committee 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. No driveways or off street parking areas shall be located in any required rear or side yard. All foundations shall be poured concrete. In the case of slab construction, porch foundations, or shallow basements, the architectural control committee may grant an approval of the plan and a variance to this restriction.
5. No campers, boats, trailers, commercial vehicles, or trucks with a license plate rated at 15,000 GVW or greater, shall be stored on the premises provided however that boats, campers, and trailers for recreational use may be stored in a rear yard area between May 1st and September 30th of each year and may be placed temporarily on the premises and immediately prior to or after their use for a period of forty-eight hours.
6. Fences may not be installed in required front or side yards and may enclose not more than fifty percent (50%) by area of any required rear yard for the purpose of protecting pools, patios, dog runs, or other ancillary functions.
7. No satellite dishes, microwave dishes, or television dishes are permitted on any lot.
8. One accessory building not to exceed twelve feet by sixteen feet may be erected in the rear yard of any lot. Any accessory structure must have the approval of the architectural committee as identified in paragraph 15 hereof. Provided however that detailed plans and specifications are not required for such approval.
9. (A) Within one year from the date of occupancy of any structure, the owner of any lot shall make provision for the planting of at least two trees within the twenty-five foot strip adjacent to each street curb abutting the lot. Such trees shall be not less than fifteen feet in height and shall be chosen from the following list of species:

Botanic Names

Common Names

Acer platanoides

Norway Maple (seedless)

Acer saccharum  
Celtis occidentalis  
Fraxinus americana  
'Autumn Purple'  
Fraxinus pennsylvanica  
lanceolata  
Ginkgo biloba  
Gleditsia triacanthos  
  
Quercus borealis  
Tilia cordata

Sugar Maple  
Hackberry  
Autumn Purple Ash  
  
'Marshall's Seedless Ash'  
  
Ginkgo (male only)  
Thornless Honeylocust  
(seedless)  
  
Red Oak  
Little Leaf Linden (seedless)

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

Common Names

|                            |                            |
|----------------------------|----------------------------|
| Red Maple (seedless)       | White Oak                  |
| White Ash (seedless)       | English Oak                |
| Blue Ash (seedless)        | Sawtooth Oak               |
| Green Ash (seedless)       | Burr Oak                   |
| Hesse European Ash         | Village Green, Zelkova     |
| Big Leaf Linden (seedless) | Flowering Pear (fruitless) |
| European Hornbeam          | Shawness Brave Cypress     |
| American Hornbeam          | Katsura Tree               |
| Tulip Tree                 | Hickory                    |
| Flowering Crab             | Flowering Plum             |
| Magnolia                   | Sunburst Locust            |
| Shademaster Locust         |                            |

- (C) Any lot owner shall receive credit, under paragraphs A and B above, for existing trees lying within the described areas, provided however that such credit shall only be given for trees three inches (3") in diameter or greater, measured at a height of six inches above the finished ground level and protected during construction by methods described by the United States Department of Agriculture in Home and Garden Bulletin number 104.
- (D) Within three months from the date of occupancy of any structure the owner of any lot shall seed, hydroseed, or sod all front side and rear yards not covered by porches, patios, driveways, or sidewalks, provided however that seeding shall not be required between October 15th and April 30th if occupancy occurs after September 15th of each year.

10. 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.
11. 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.
12. 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, and driveways.
13. 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.
14. No building shall be moved from another location to a lot in this subdivision.
15. An architectural committee is hereby formed consisting of Dennis M. McCoy and Raymond Eggert. Prior to applying for a building permit from the Town of St. John, a lot owner must submit two sets of detail plans, specifications and/or detail sheets to the architectural committee. Plans and specifications for any residence or dwelling house to be erected on any lot must first secure the approval of the architectural committee, which approval shall be in writing and shall be submitted to the Town of St. John at the time of application for a building permit.

16. To the extent that compliance is required with rule 5 of the Indiana Department of Environmental Management concerning the soil erosionment practices each contractor and/or lot owner erecting the residence on a lot in this subdivision shall be required to conform and comply with all soil erosion practices.
17. 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 keep trimmed 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.
18. 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.
19. 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.

20. 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.

PEOPLES BANK SB  
AS TRUSTEE UNDER TRUST NO. 10183

BY:

  
Frank J. Bochowski

Vice President & Trust Officer (Title)

ATTEST:

  
Linda L. Kollada

Assistant Secretary (Title)

This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 2nd day of November, 1995 creating Trust No. 10183 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 PEOPLES BANK SB 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 PEOPLES BANK SB 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 PEOPLES BANK SB OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice President and Trust Officer the day and year first above written.

