

10.

FILED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

AUG 13 1999

RESTRICTIVE COVENANTS
SCHILLTON HILLS, UNIT TEN
99068093

KEYS 12-212-17024

PETER BENJAMIN
LAKE COUNTY AUDITOR

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 1 and 3; 22 through 41; and 94 to 95, all inclusive, to the Town of St. John as recorded in plat book 87, page 21 in the Office of the Recorder, Lake County, Indiana.

1. That any building, exclusive of a garage incidental 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 one (1) family.
 - A. No gainful occupation or profession, or other non-residential use, shall be conducted upon the premises.
 - B. No noxious or offensive activity shall be carried on, nor shall anything be done which is or may become, an annoyance or nuisance.
 - C. No livestock or poultry shall be kept or maintained upon the premises.
 - D. No burning of refuse shall be permitted other than in proper facilities maintained in or as a part of a dwelling, except for the burning of leaves and pruned branches if permitted by applicable laws and ordinances.
 - E. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained upon the premises.
 - F. No plants, or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the premises.
 - G. No building shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the Town of St. John, Lake County, Indiana, or any public utility or governmental agency shall be at the sole cost and expense of the lot owner.

01014 \$28.00
C's

- H. No lines or wires for communications or the transmission of electric current or power shall be constructed or placed anywhere on the real estate other than within dwellings or accessory buildings unless the same shall be contained in conduits, or except where indicated on the plat of subdivision of the real estate and except for easements heretofore granted for electric transmission lines, if any. No satellite dishes, microwave dishes, or television dishes greater than 18" in diameter are permitted on any lot.
- I. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.
2. 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.
3. A. Any residence or dwelling house erected on Lots 1 and 3; 22 through 41; and 94 to 95, all inclusive, shall meet the following minimum requirements:
- (1) There shall be no quad-level, tri-level, and/or bi-level residential structures.
 - (2) All ranch or 1 1/2 story residential structures with basements shall have a minimum total floor area of 2000 sq. ft.
 - (3) All 2 story residential structures with basements shall have a minimum total area of 2400 sq. ft.
 - (4) All residential structures without a basement or on a concrete slab shall have a minimum 1st floor area 20% greater than listed above.
 - (5) The above minimum areas do not include porches, breezeways, or attached garages.
 - (6) Any residence or dwelling house erected on any lot 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. Brick and blacktop surfaces shall require a poured concrete curb 6" X 12" along each edge.

- (7) Any residence or dwelling house erected on any lot shall have a minimum of one hundred percent (100%) of stone or face brick on the exterior front elevation thereof, except gable ends or those portions of the structure above the eave line. In cases where architecture would be impaired, the owners of 51% of the lots in this addition, or the architectural committee, may grant an approval of the plan and a variance to this restriction.
- (8) All roofs shall be equal to or greater than 6/12 pitch provided however that the architectural committee may modify this requirement.

4. An architectural committee is hereby formed consisting of Richard Schilling, Frank Schilling and James Schilling. In the event of death or resignation of any member of the committee, Peggy Schilling is hereby designated the successor. The architectural committee shall be in effect until January 1, 2009. Plans and specifications for any residence or dwelling house to be erected on any lot must first secure the approval of the architectural committee.

Prior to applying for a building permit from the Town of St. John, a lot owner must submit two sets of complete and detailed plans, specifications and detail sheets to the architectural committee. At the time of submission the lot owner must identify each and every variance from these restrictive covenants that is contained within the detailed plans and/or specifications with an explanation and/or justification for the variance. In the event the lot owner fails to submit a request for variance from these restrictive covenants, the architectural review committee shall presume that the plans and specifications are in complete accord with the restrictive covenants and may enforce these restrictive covenants as to any deficiency which may be contained within the plans and specifications notwithstanding any subsequent approval by the committee.

All plans, specifications, request for variance, and other material shall be filed in the office of Schilling Construction, Inc., 8925 Louis Court, St. John, Indiana 46373, for referral to the architectural review committee. The architectural review committee's approval or disapproval on matters required by this declaration shall be by majority vote of the committee. A report in writing setting forth the

decisions of the committee shall thereafter be transmitted to the applicant and the Town of St. John by the architectural review committee within 30 days after the date of filing the plans, specifications, request for variance, and other material by the applicants. In the event the architectural review committee fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this declaration, approval shall not be required and the related requirements of this declaration shall be deemed to be complied with.

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. (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 (25') strip adjacent to each street curb abutting the lot. Such trees shall be not less than fifteen feet (15') in height and shall be chosen from the following list of species:

Botanic Names

Acer platanoides
Acer saccharum
Celtis occidentalis
Fraxinus americana
'Autumn Purple'
Fraxinus pennsylvanica
lanceolata
Ginkgo biloba
Gleditsia triacanthos

Quercus borealis
Tilia cordata

Common Names

Norway Maple (seedless)
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
Big Leaf Linden (seedless)
European Hornbeam
American Hornbeam
Tulip Tree
Flowering Crab
Magnolia
Shademaster Locust

Village Green Zelkova
Flowering Pear (fruitless)
Shawness Brave Cypress
Katsura Tree
Hickory
Flowering Plum
Sunburst Locust

- (c) 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.
- (d) 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.
7. 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. No downspout, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the real estate.
8. Exterior siding, sheeting, or finishing materials on any structure erected 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 or the architectural committee.
9. 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.
10. 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 4 hereof,

provided however, that detailed plans and specifications are not required for such approval.

11. 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.
12. No residence, building, or other structure, shall be erected closer than ten (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.
13. No building shall be moved from another location to a lot in this subdivision. No modular home, pre-fabricated structure, steel framed, or foam/concrete composite structure shall be erected on any lot unless approved in writing by the owners of fifty-one percent (51%) of the lots of this addition or the architectural committee. No structure of a temporary nature, and no trailers, tent or accessory building shall be used at any time as a residence.
14. No campers, boats, trailers, commercial vehicles, or trucks with a license plate rated at 7,500 GVW or greater, shall be stored on the premises, other than within a garage, 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 upon the driveway between the curb and the front building line and immediately prior to or after their use for a period not to exceed twenty-four hours. The term "commercial vehicles" shall include all trucks and vehicular equipment, in excess of one-half ton, which shall bear signs or have printed on the side of same, with reference to any commercial undertaking or enterprise.
15. To the extent that compliance is required with Rule 5 of the Indiana Department of Environmental Management concerning 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.
16. The grantor retains an interest in approximately forty-seven acres of real estate lying south of West 93rd Street. The grantor, his heirs, successors and assigns reserve the right to develop such real estate as owner occupied multiple family dwelling sites. In the event the grantor, his heirs, successors or assigns elect, in their sole discretion, to

develop such sites, the grantees, their successors and assigns, waive their right to remonstrate against any such development so long as the development consists of multiple family units with a projected value of not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per unit. Such waiver of remonstrance shall not apply to the grantors failure to meet the minimum requirements of the subdivision control ordinance of the Town of St. John, Lake County, Indiana.

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 ten (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.

These Restrictive Covenants are executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated January 18, 1995 creating Trust No. 4609; 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 LAKE COUNTY TRUST, 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 LAKE COUNTY TRUST, as TRUSTEE, 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.

SEE ATTACHED PAGE FOR TRUSTEE'S ENVIRONMENTAL EXCULPATORY LANGUAGE.

IN WITNESS WHEREOF, the said LAKE COUNTY TRUST, as Trustee, a Corporation has caused these Restrictive Covenants to be signed by its Trust Officer, and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 10th day of August, 1999.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or Local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

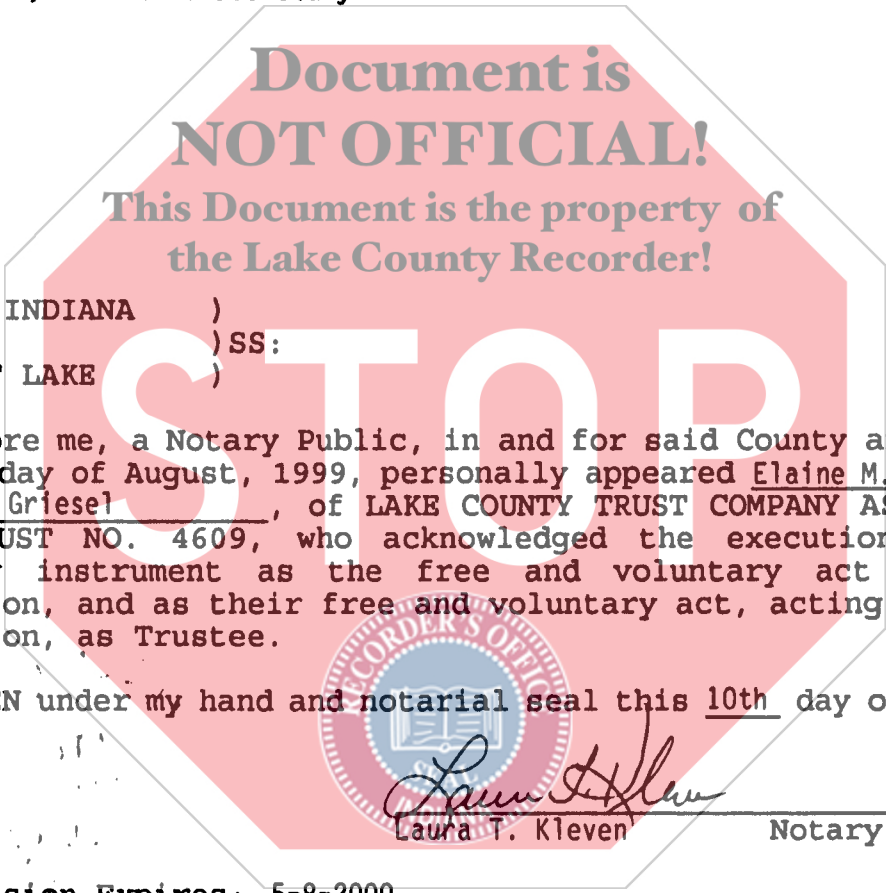


LAKE COUNTY TRUST COMPANY
AS TRUSTEE UNDER TRUST NO. 4609

BY: Elaine M. Stevers
Elaine M. Stevers, Trust Officer

ATTEST:

Judy Griesel
Judy Griesel, Assistant Secretary



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, this 10th day of August, 1999, personally appeared Elaine M. Stevers and Judy Griesel, of LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 4609, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

GIVEN under my hand and notarial seal this 10th day of August, 1999.

Laura T. Kleven
Laura T. Kleven Notary Public

My Commission Expires: 5-8-2000
County of Residence: Lake

This Instrument Prepared By: Michael L. Muenich
Attorney at Law
3235 - 45th Street
Highland, Indiana 46322
219/922-4141

covenant\schilton.10