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STATE OF INDIANA
LAKE COUNTY
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RESTRICTIVE COVENANTS
ROSEWOOD ESTATES, PHASE ONE
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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 through 36, all inclusive, to the Town of St. John as recorded in plat book 89, page 23 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 incidental 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.

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KEY 12-222-17038
PETER BENJAMIN
LAKE COUNTY AUDITOR

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- 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, but not to exceed six (6) months, 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 three-car garage and in addition thereto, shall provided a minimum of four off-street parking spaces which shall consist of paved driveway. Side loading garages are encouraged but not required. No driveways or off street parking areas shall be located in any required rear yard or within three feet (3') of any side lot line.
3. Any residence or dwelling house erected on lots 5 through 15, all inclusive, shall maintain finish grade elevations as established on the final plat of subdivision unless otherwise approved by the architectural committee. Each of the owners of such lots are hereby notified that a flood plain exists to the rear (east) of their lots with a one hundred year flood elevation of 678.50 USGS Datum. In the event any such lot owner desires to build a walk out basement or in any fashion create an opening below the finish grade elevation as depicted upon the plat of subdivision, such opening shall be not less than two feet (2') above the flood elevation. Any deviation from these elevations may require the lot owner to secure flood insurance.
4. Any residence or dwelling house erected on any combination of lots not to exceed two (2) in number, shall occupy both of said lots' with not less than twenty-five percent (25%) of the main structure being erected on any one (1) lot.
5. A. Any residence or dwelling house erected on Lots 1 through 36, all inclusive, shall meet the following minimum requirements:
- (1) All structures shall be erected by a general contractor licensed by the Town of St. John.

- (2) There shall be no quad-level, tri-level, and/or bi-level residential structures.
- (3) All ranch or 1 1/2 story residential structures with basements shall have a minimum main floor area of 2400 sq. ft.
- (4) All 2 story residential structures with basements shall have a minimum total area of 2800 sq. ft.
- (5) 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.
- (6) All residential structures are required to have a full basement under not less than fifty percent (50%) of the first or main floor. All crawl spaces shall be finished with a four inch (4") poured concrete floor.
- (7) The above minimum areas do not include porches, breezeways, or attached garages.
- (8) Any residence or dwelling house erected on any lot shall provide a minimum of four 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 or rigid poured concrete. All poured concrete surfaces shall be reinforced with an approved fiber mix, or in the alternative number three (#3) reinforcing rod. All poured concrete surfaces shall be poured in individual squares not greater than thirty-six square feet and shall be completed with a broomed finish. Brick surfaces shall require a poured concrete curb equal to or greater than 6" X 12" along each edge with not less than six inches of Indiana #53 crushed limestone compacted to ninety-five percent (95%) density.
- (9) Any residence or dwelling house erected on any lot shall be constructed with one hundred percent (100%) stone or face brick on all exterior elevations. Stucco (dryvit) surfaces may be approved by the architectural committee. 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.

- (10) All roofs shall be equal to or greater than 8/12 pitch provided however that the architectural committee may modify this requirement. All flashing shall be equal to or greater than twenty (20) ounce copper sheathing. No roof shall be constructed with other than dimensional shingles or cedar shakes having at least a thirty (30) year guaranty.
- (11) Exterior finishing materials on any structure must be specifically approved in writing by the architectural committee.
- (12) The use of steel framing studs is prohibited.
- (13) All fireplaces and chimneys, both exterior and interior, shall be erected with solid masonry construction. No metal flues for auxiliary fixtures (water heater, garage heater, etc.) shall penetrate the roof. Chimney heights shall be determined by the architectural committee. All chimney tops or caps shall be approved by the architectural committee.
- (14) All soffits and/or eave areas shall be finished with natural cedar.
- (15) All mailboxes shall be Imperial model number 311, verdi green, with "Rosewood logo", and may be purchased from the developer and manufactured by Imperial Mailbox Systems, 3901 Norris Lane, Millbrook, Alabama 36054, as more fully depicted on Exhibit "A" attached hereto and made a part hereof. Each residence or dwelling house erected on any lot shall provide an exterior carriage light within the front yard which shall be Imperial model number LP520R, verdi green, and may be purchased from the developer and manufactured by Imperial Mailbox Systems, 3901 Norris Lane, Millbrook, Alabama 36054, as more fully depicted on Exhibit "B" attached hereto and made a part hereof.

6. No outbuildings shall be erected on any lot, except cabanas connected with an inground pool. All such cabanas shall be architecturally similar to the primary residence, shall be of masonry construction, and shall be equal to or greater than one hundred sixty square feet (160'). All cabanas shall be approved in advance by the architectural committee using the procedures set forth in ¶7 following.
7. An architectural committee is hereby formed consisting of

Richard Schilling, Joseph Herman, Patricia Keilman, and Peggy Schilling. The architectural committee shall be in effect until January 1, 2015. 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.

8. 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. The owner of lot twenty-five (25) shall terminate his sidewalk at the curb depression located at the eastern end of his lot. Similarly, the owners of lots twenty-four (24) and sixteen (16) shall provide for a ten foot (10') access walk to the curb depression located between their common lot line.
9. (a) Within six (6) months 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:

<u>Botanic Names</u>	<u>Common Names</u>
Acer platanoides	Norway Maple (seedless)
Acer saccharum	Sugar Maple
Celtis occidentalis	Hackberry
Fraxinus americana 'Autumn Purple'	Autumn Purple Ash
Fraxinus pennsylvanica lancedata	'Marshall's Seedless Ash'
Ginkgo biloba	Ginkgo (male only)
Gleditsia triacanthos	Thornless Honeylocust (seedless)
Quercus borealis	Red Oak
Tilia cordata	Little Leaf Linden (seedless)

- (b) Within six (6) months 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) Within three months from the date of occupancy of any structure the owner of any lot shall 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. Each front, side and rear yard shall be provided with a piped sprinkler system.

(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. All trees meeting the foregoing standard which need not be removed for purposes of construction shall be protected during construction by methods described by the United States Department of Agriculture in Home and Garden Bulletin number 104, a copy of which is attached hereto, made a part hereof, and marked as Exhibit "C".

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10. 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.
 11. Fences and hedges may not be installed in required front or side yards and may enclose not more than twenty-five percent (25%) by area of any required rear yard for the purpose of protecting or providing privacy for pools and patios. Only in-ground pools are permitted. All fences must be approved in advance by the architectural committee.
 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.
 13. 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.
 14. No building shall be moved from another location to a lot in this subdivision. No modular home, log cabin, pre-fabricated structure, steel framed, or foam/concrete composite structure shall be erected on any lot. No structure of a temporary nature, and no trailers, tents or accessory building shall be used at any time as a residence.
 15. 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 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.

16. 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.
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, 2025 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.

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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 February 22, 2000 creating Trust No. 10283; 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 PEOPLES BANK SB, 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 PEOPLES BANK SB, 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.

IN WITNESS WHEREOF, the said PEOPLES BANK SB, as Trustee, a Corporation has caused these Restrictive Covenants to be signed by its Senior Vice President and Trust Officer, and attested by its Administrative Secretary, and its corporate seal to be hereunto affixed this 18th day of August, 2000.

PEOPLES BANK SB AS TRUSTEE UNDER TRUST
NO. 10283 UNDER TRUST AGREEMENT
DATED FEBRUARY 22, 2000

BY: [Signature]
Jon E. DeGuilio Senior Vice-President and
Trust Officer



ATTEST:

[Signature]
Kelly Levine - Administrative Secretary

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STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State,
this 18th day of August, 2000 personally appeared Jon E. DeGuilio
and Kelly Levine, of PEOPLES BANK SB AS TRUSTEE UNDER TRUST
NO. 10283, 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 18th day of August
2000.



[Signature]
Joyce M. Barr
Notary Public

My Commission Expires: 3-18-08
County of Residence: Lake

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

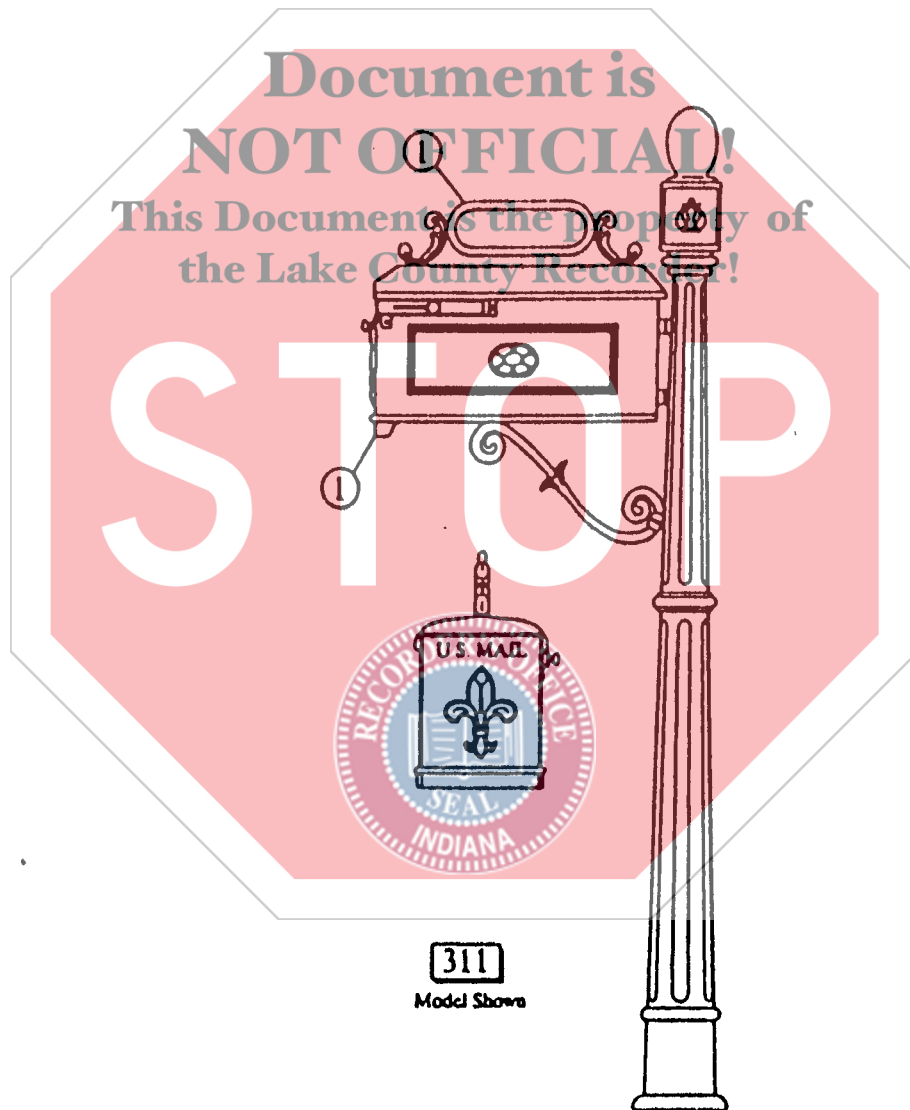
rosewood\covenant.one

RUST FREE

IMPERIAL MAILBOX SYSTEMS

3901 NORRIS LANE MILLBROOK, ALABAMA 36054
PHONE: (334) 285-6601 800 647 0777 FAX (334) 285-6601

CAST ALUMINUM MAILBOX SYSTEM POST #3



311

Model Shows

EXHIBIT

A

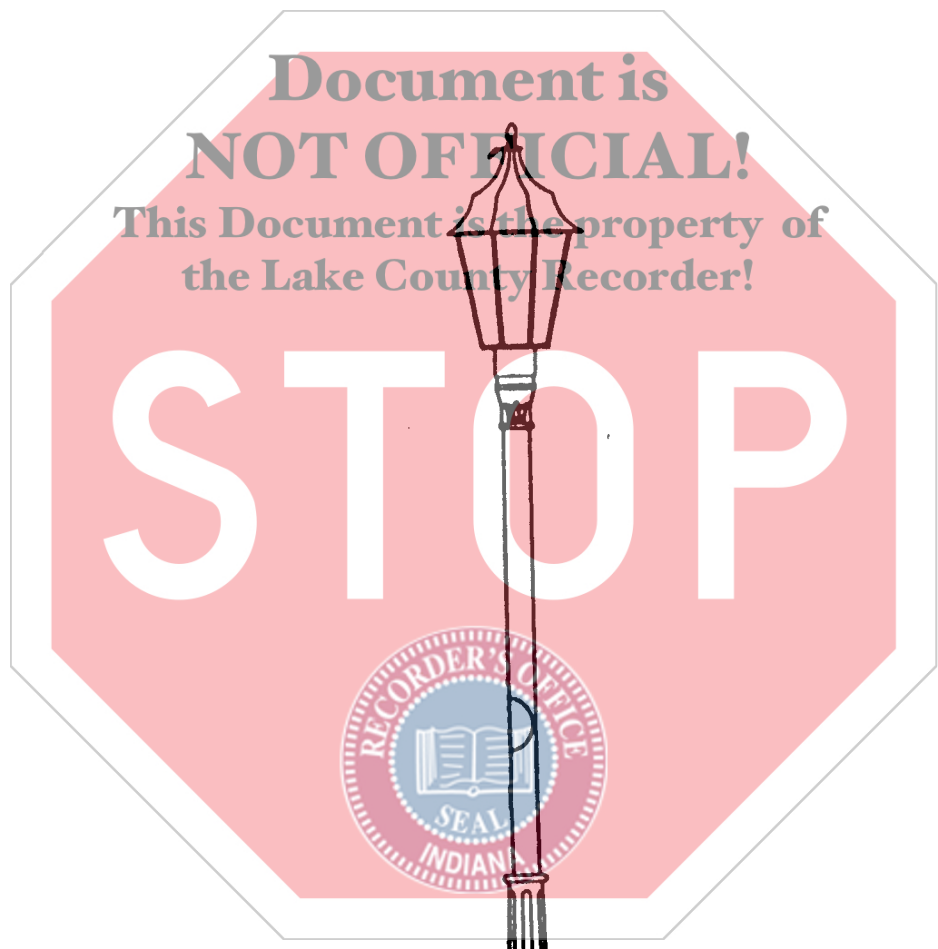
Effective 11/1/98

RUST FREE

IMPERIAL MAILBOX SYSTEMS

1901 NORRIS LANE MILLBROOK, ALABAMA 36054
PHONE (334) 285-6601 800-647-0777 FAX (334) 285-6601

DECORATIVE PATIO LIGHT POLES

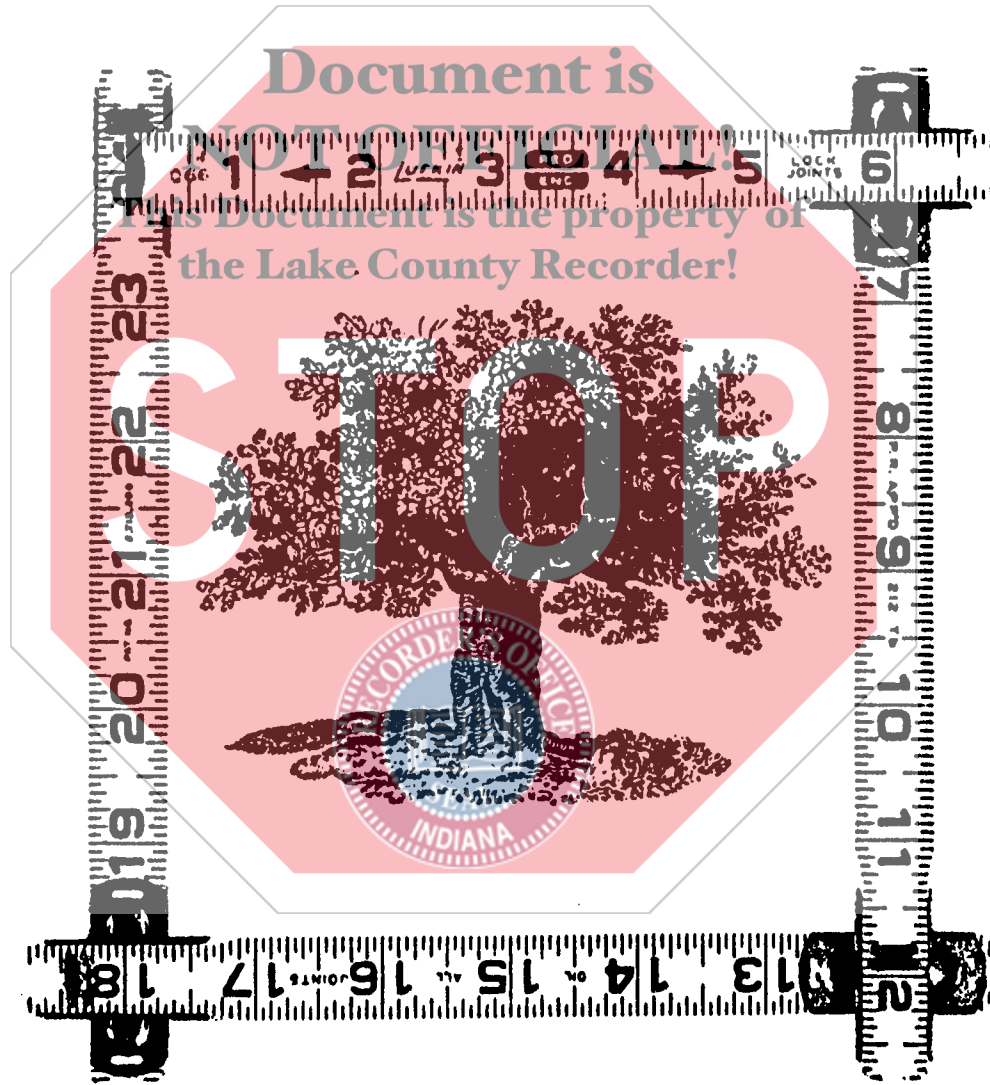


EXHIBIT

 B

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Protecting Shade Trees During Home Construction



UNITED STATES
DEPARTMENT
OF AGRICULTURE

HOME AND
GARDEN BULLETIN
NUMBER 104

PREPARED BY
AGRICULTURAL
RESEARCH
SERVICE

PROTECTING SHADE TREES DURING HOME CONSTRUCTION

Should trees be removed from residential property before home construction? Or should they be saved? **Document is NOT OFFICIAL!**
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IS THE TREE WORTH SAVING?

Shade trees can add thousands of dollars to the value of residential property—yet homebuilding contractors often remove them before starting construction.

Many trees can be saved with little effort or expense; many are valuable enough to justify considerable effort and expense in protecting them.

But some trees are worth less than their owners realize. And the owners spend more to protect the trees than is warranted, or they suffer unnecessary anguish when the trees are destroyed.

How can you tell if a tree on your lot should be saved? You will have to evaluate the tree—is it really worth saving?—and you will have to decide what type of protection will be necessary to save it.

How much will it cost? That depends on the amount and type of protection. There are no shortcuts to good protection; you can't half-

way protect a tree and expect it to survive.

You can decide which of your trees to save by evaluating each one of them carefully. First consider their location, their species, and their size, age, and vigor. Then consider the cost and work involved in protecting them.

MOVING TREES

You may discover that the only way to save a certain tree—for instance, one that is on a construction site—is to move it.

The easiest trees to move are surface-rooted ones. Maples, elms, lindens, dogwoods, and conifers are examples.

For greatest success and safety, consider engaging an arborist, or tree surgeon, to do the actual moving; he has both the experience and the proper equipment.

Location

Consider the location of each tree with respect to where it will fit in the landscape when the house is built. Ask yourself these questions about the location of each tree:

- Will a tree in this location provide shade where I want it? Or will it shut off the sunlight I need for my lawn and garden?

- Will it protect my home by breaking the force of cold winter winds? Will it prevent the circulation of cooling summer breezes?

- Will it hide an unpleasant view? Will it block out a desirable view?

- Will roots later crack sidewalks or driveway?

- If no tree were growing in this spot, would I plant one here?

Species

Consider the species of each tree. Is it a desirable species? Is it the kind of tree you would buy?

Do the roots of the tree grow close to the surface? Some trees—for instance, maple, linden, and dogwood, and most conifers—often have roots that grow close to the surface of the soil. Lawns and some kinds of ornamental shrubs have a hard time surviving under these trees.

Some trees—willows, for instance—are notorious for blocking sewerlines with their roots.

Some trees are attacked by insects in ways that make them undesirable. For example, maples frequently are attacked by aphids that exude a sticky liquid. Such a tree near a driveway is a nuisance; the liquid drips onto cars and sticks.

Other trees are susceptible to diseases—Dutch elm disease, for example—and if the disease occurs nearby, the tree is a poor risk unless you are willing to give it continuous protection against the disease.

Some species, even with careful and expensive protection, will not survive environmental changes for long. Species that adapt well to change include elm, poplar, willow, planetree, and locust. Those less adaptable include beech, birch, hickory, tulip tree, some oaks, most maples, and most conifers.

Size, Age, and Vigor

Keep these points in mind when you evaluate the size, age, and vigor of your trees:

- Old trees do not adapt as well to changes in environment as young trees of the same species. Neither, generally, do large trees.

- A small tree is easily replaced;



BN-22071

The white oak on the right is the only tree in this group that is vigorous enough to save.

TREE PRUNING

Information on tree pruning and wound dressing will be found in Home and Garden Bulletin 83, "Pruning Shade Trees and Repairing Their Injuries." To obtain a copy, send a postal card to the U.S. Department of Agriculture, Washington, D.C., 20250.

replacing it is often cheaper than preserving it.

- A young tree may be the right size for your landscape now, but it may become too large for its location by the time it matures. Often, a young tree located near a building, walk, or driveway will need extensive pruning to keep it in bounds. It may even need to be removed at a later date.

- The length of annual twig growth, the number of dead branches, and the size and color of the leaves are indications of health and vigor. Compare the tree with other trees of the same species.

WHAT PROTECTION IS NECESSARY?

When you have evaluated the trees on your property, you may decide to keep only a few of them—those that are ideally located, are vigorous, have desirable characteristics, and require a minimum of protection to save them. You will want to remove those that fall short of these requirements.

Remove the trees you don't want, and those that are not worth saving, before the construction work begins. Experienced arborists, or tree sur-

geons, can remove them so that the remaining trees will not be damaged.

The trees that you want to save will have to be protected from damage resulting from one or more of the following:

- Construction equipment and supplies.
- Grade changes—either raising or lowering.
- Excavations for sewer and water lines.

They will also have to be protected during cleanup after the construction of your house is finished.

Protection From Mechanical Injury

If the soil around the tree will not be disturbed during construction, protection from mechanical injury may be all that is required.

Construct a simple fence, or similar barrier, around the tree to prevent equipment and vehicle injury



BN-22076

Tree trunk wounded by construction equipment.

to trunk, roots, and low-hanging branches.

Enclose an area at least 10 feet square with the tree in the middle. All exposed roots should be inside the fence. This will prevent vehicles from packing the soil above the roots.

Groups of trees don't have to be fenced individually. Where you want to save a group of small trees or shrubs, fence the entire area.

Protection From Grade Changes

There are two types of grade changes, and trees have to be protected from both. One is raising the grade; the other is lowering it.

Tree roots need air, water, and minerals to survive. When the grade level is changed by removing soil from the top of the roots or by adding soil over the top of the roots, the tree has difficulty obtaining its normal amount of air, water, or minerals.

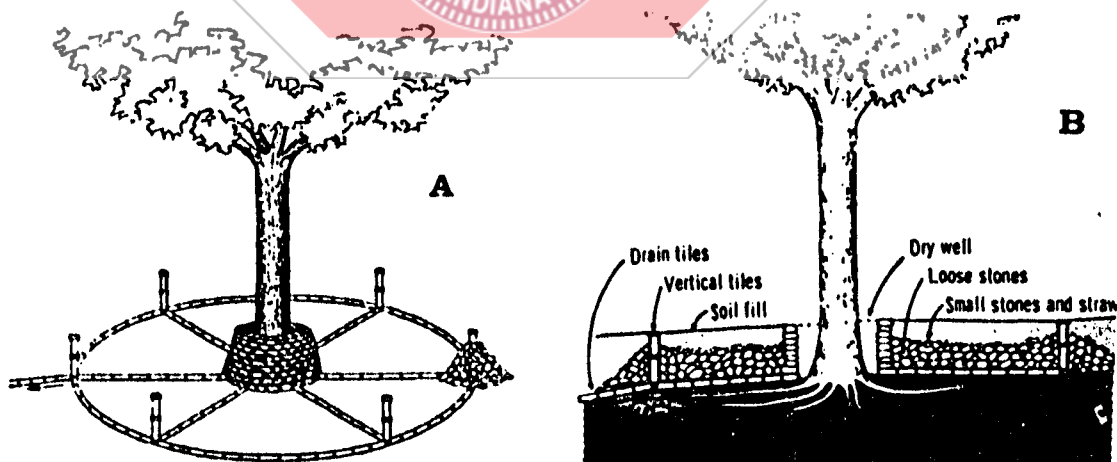
GET HELP

If you decide that a tree that must be subjected to grade changes is healthy and valuable enough to justify the expense of saving it, you may wish to get professional help. Ordinarily, construction workers lack the specialized knowledge necessary to give trees good protection. The best assistance can be obtained from landscape architects, arborists (or tree surgeons), nurserymen, foresters, or your county agricultural agent.

Raising the Grade

Fill added around the base of a tree blankets the roots and prevents normal air and moisture circulation in the original soil.

Minor fills—6 inches or less in depth—will not harm most species of trees if the fill is made with good topsoil that is high in organic matter and loamy in texture.



A tile system protects a tree from a raised grade. A, The tile is laid out on the original grade, leading from a dry well around the tree trunk. B, The tile system is covered with small stones to allow air to circulate over the root area.

Major grade changes will require you to supply air to the roots of the tree. This is usually done by installing a layer of gravel and a system of drain tiles over the roots of the tree. The tiles are laid on the original grade; they form a wagon-wheel shape with the spokes of the wheel opening into a dry well that is built around the tree trunk. The dry well acts as the hub of the tile system and holds fill away from the tree trunk.

Also, it may be necessary to place a series of bell tiles vertically over the roots and connected to the wagon-wheel system to allow for additional air and water circulation.

The air system will have to be designed for each tree individually, and it will have to fit the contour of the land so that it drains water away from the tree trunk.

Lowering the Grade

Protecting a tree from a lowered grade is usually less complicated than protecting it from a raised grade. But it can be equally harmful to the tree unless proper attention is given to cutting roots, pruning branches, stimulating root growth, and watering.

Generally, protection is achieved by terracing the grade. If space is available, the tree may be unharmed if you let it remain on a gently sloping mound.

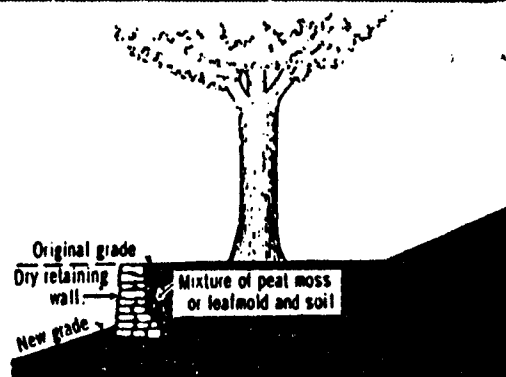
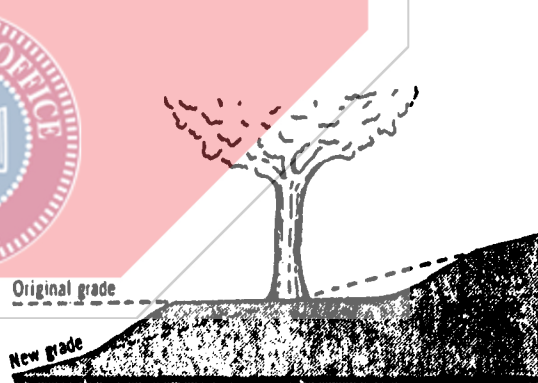
Another way to protect it from a lowered grade is to build a retaining wall between it and the lower grade. This is an effective way to save a tree if the grade difference is less than 2 feet.

Retaining walls can be laid dry or with mortar. If you lay a wall with mortar, you will have to put a footing under it for stability. And don't forget to leave drain holes in the wall.



BN-22074

Tree roots damaged by lowering the grade.



A retaining wall protects a tree from a lowered grade.



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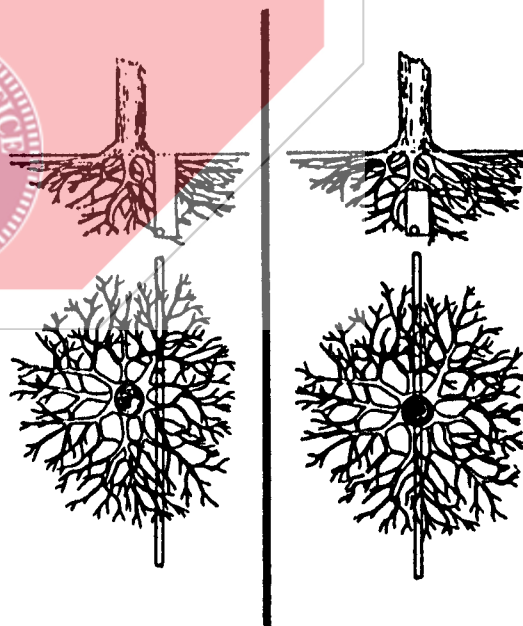
A retaining wall protects tree roots when the grade must be lowered.

Protection From Excavations

Trees can be protected when you excavate for water and sewer lines. Start by considering the location of the trenches. If you cannot route the trenches around the trees, the next best thing is to tunnel under them. Power-driven soil augers are often used for this purpose.

If you must pass by the side of a tree, however, follow these rules:

- Cut as few roots as possible.
- When you have to cut them, cut them cleanly.
- Paint cut root ends with a wound dressing, like asphalt-base paint.
- Backfill the trench as soon as possible—don't leave the roots exposed to air.



Tunnel beneath root systems. Drawings at left show trenching that would probably kill the tree. Drawings at right show how tunneling under the tree will preserve many of the important, feeder roots.

Protection During Cleanup

Cleanup after construction can be a critical time for tree damage. Generally everyone involved is in a hurry. Here are some hints for protecting the trees you have saved thus far:

- Insist that the fences and barriers around the trees be removed

last—after everything else is cleaned up and carried away.

- Have all debris hauled away rather than buried or burned on the site. If you cannot have the trash hauled away, burn it in an area where the flames and heat cannot reach tree branches, bark, or roots. First check local burning regulations.



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