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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

**RESTRICTIVE COVENANTS
THE KILKENNY HIGHLANDS**

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HAMMS LAKE DEVELOPMENT, INC., an Indiana corporation ("Declarant") fee owner of the following-described real property

Lots 16 through 27 all inclusive, The Kilkenny Highlands to the Town of St. John as recorded in Plat Book 109, Page 21, in the office of Recorder Lake County, Indiana

(the "Subdivision") makes the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting the Subdivision may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in the Subdivision, these Restrictive Covenants being designed for the purpose of keeping the Subdivision desirable, uniform, and suitable in architectural design and use as specified in this instrument:

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 one (1) family.

- A. No gainful occupation or profession or other non-residential use, shall be conducted in the Subdivision.
- 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 in the Subdivision.
- D. No burning of refuse shall be permitted other than in proper facilities maintained in or as part of a dwelling, except for the burning of leaves if permitted by applicable laws or ordinances.
- E. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained in the Subdivision.
- F. No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious inserts shall be introduced or maintained in the Subdivision.
- 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.
- H. No lines or wires for communication or the transmission of electric current or power shall be constructed or placed anywhere on the real estate other than within the dwellings 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.
- I. If all of 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 garage with a minimum 700 square feet floor area and in addition thereto, shall provide a minimum of two off street parking spaces which

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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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 variance to this restriction.

3. Any residence or dwelling house erected in the Subdivision shall meet the following requirements:
 - A. All one-story residential structures with basements shall have a minimum first floor area of 2300 square feet.
 - B. All 1 ½-story residential structures with basements shall have a minimum total floor area of 2600 square feet, exclusive of the basement.
 - C. No quad-level, tri-level or bi-level residential structures are permitted in this section.
 - D. All 2-story residential structures with basements shall have a minimum total area of 2800 square feet, exclusive of the basement.
 - E. All residential structures without a basement or on a concrete slab shall have a minimum first floor area 20% greater than listed above.
 - F. Bonus room above any garages can only comprise a maximum of 20% of the above minimum square footage requirements.
 - G. The above minimum areas do not include porches, breezeways, or attached garages.
 - H. Any residence or dwelling house erected on any lot described in the Subdivision shall provide a minimum of two off-street parking spaces which shall consist of paved driveway. All driveways and parking areas shall be paving brick, or rigid poured concrete. Brick and surfaces shall require a poured concrete curb 6"x12" along each edge. No asphalt will be allowed. Driveway must be full width from garage to street. All driveway flatwork must be picture framed for decorative finish.
 - I. Any residence or dwelling house erected on any lot in the Subdivision shall have one hundred percent (100%) stone or face brick on the entire front elevation with a minimum of two (2) feet of corner returns extending the stone or face brick to the sides. Stone to be natural stone supported by foundation, brick to be supported by foundation. Thin brick is not allowed. Second floor gables are allowed to be shakes, siding or other maintenance free wood materials (LP smart side or equal) No vinyl siding allowed. 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.
 - J. For corner lots, any residence or dwelling erected in the Subdivision must have one hundred percent (100%) stone or face brick on the first floor exterior on both sides that face a street, with a minimum of two (2) feet of corner returns extending the stone or face brick to the sides. 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.

4. An architectural committee is hereby formed consisting of Andrew James, Susan James and James Bielefeld. Declarant shall have the power to remove any member of the architectural committee with or without cause. In the event of death, removal, disability, or resignation of any member of the architectural committee, Declarant shall designate a successor. 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.

All plans specifications and other material shall be filed in the office of Hamms Lake Development Inc. 14509 Clark St. Crown Point, IN 46307 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 by the architectural review committee within 30 days after the applicant's submission of the plans, specifications and other materials. 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 met.

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 and thereafter maintain on the property 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:

<u>Botanic Names</u>	<u>Common Names</u>
Acer platanoides	Norway Maple (seedless)
Acer saccharum	Sugar Maple
Celtis occidentalis	Hackberry
Lanceolata	
Ginkgo biloba	Ginkgo (male only)
Gleditis triacanus	Thornless Honeylocust (seedless)
Quercus borealis	Red Oak
Trilia cordata	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 and thereafter maintain on the property 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
English Oak	Sawtooth Oak
Burr Oak	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	Triumph Elm
Canadian Chokecherry	Sycamore

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 and thereafter maintain grass on the property in such areas, provided however nothing shall be required between October 15 and April 10 if occupancy occurs after September 15 of any year.

D. Any lot owner shall receive credit, under subparagraphs A and B of this paragraph, 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 constructions 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, and provided further, that driveways may drain to the street curb. No downspouts, sump pump or other storm or drainage discharge shall be connected or emptied into the sanitary sewers serving the real estate.

8. Exterior siding, sheeting or finishing materials on any structure erected within and R-1 or R-2 zoning district may not include four by eight (4'x8') 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. Vinyl siding is not allowed as a primary exterior and will only be allowed for accent with approval of architectural committee. LP Smart siding or equivalent is the preferred exterior where masonry is not used.

9. No above ground pools are allowed. Small mobile wading pools are allowed up to 10' diameter.

10. 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. Fences to be 4' tall dark wrought iron or aluminum 4" spacing, other material may be utilized with approval of architectural committee. No chain link fencing is allowed. No treated wolmanized lumber may be used for any railings or decking surface. Cedar or better is allowed.

11. No satellite dishes, microwave dishes, or television dishes are permitted to be viewable from the front of the home on any lot.

12. No accessory buildings will be erected on any of the lots.

13. Each home is required to have one front electric pole lamp with dusk-dawn photo cell sensor with 3 luminaries.

14. Masonry mailbox supported on proper depth foundation is required. Home is required to have a limestone address block which includes numerical address and the street name (Declan Court) under the same.

15. Main Roof shall be a minimum 8/12 pitch. All roofing shingles shall be dimensional architectural grade. All roof penetrations shall be made as to prevent sight of same from the street. Ridge vents are required. Tin vents not allowed.

16. All windows shall be a minimum Pella Pro Line Series, Anderson A 400 series or an approved equal. All garage doors must have glass panels at the top of each door, which may be frosted to obscure vision into garage.

17. A building setback 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 or sidewalks.

18. No residence, building or other structure, shall be erected closer than 10 feet to the side line or lines of any lots, 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.

19. No building shall be moved from another location to a lot in this Subdivision. No modular home or pre-fabricated 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.

20. 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, 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 automobiles, station wagons, trucks and vehicular equipment which shall bear signs or have printed on the side of same, with reference to any commercial undertaking or enterprises.

21. To the extent that compliance is required with Rule 5 of the Indiana Department of Environmental Management concerning the soil erosionment practices, each contractors and/or lot owner erecting the residence on al lot in this Subdivision shall be required to conform and comply with all soil erosion practices.

22. An easement is hereby granted to the Town of St. John, Illinois Bell Telephone Company Northern Indiana Public Service Company and Comcast 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, telephone service and TV/internet 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 to do not interfere with the use of said easement for such public utility purpose.

23. 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 10 years unless by a majority vote of the owners of the lots it is agreed to change the said covenants in whole or in part.

24. Declarant, the Town of St. John, Indiana, and also the owner of any lot in the Subdivision deriving title from or through Declarant may institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate these Restrictive Covenants, except that no such suit or enforcement proceedings may be brought against Declarant for violations relating to lots that remain titled in the name of Declarant. It is not the intent herein that if a violation shall occur that there shall be a forfeiture or reversion by reason thereof.

25. Declarant reserves the right to amend these Restrictive Covenants as it deems necessary to correct, improve, or reform them consistent with the stated purpose of keeping the Subdivision desirable, uniform, and suitable in architectural design and use.

26. 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.



IN WITNESS WHEREOF, the said HAMMS LAKE DEVELOPMENT, INC., an Indiana corporation has caused these Restrictive Covenants to be signed by its President and attested by its Secretary.

HAMMS LAKE DEVELOPMENT, INC.,

By: Andrew James, President

ATTEST: _____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of ~~July~~ ^{AUGUST}, 2016, personally appeared ANDREW JAMES, as President of Hamms Lake Development, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument.

WITNESS my hand and Notarial Seal.

Notary Vaent
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-1-2018
Resident of Lake County, Indiana

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.

This document prepared by and return to: Andrew James 14509 Clark St. Crown Point, IN 46307