

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
RESTRICTIVE COVENANTS

2008 00846

2008 039038 CROSSING CREEK ADDITION TO THE TOWN OF ST. JOHN

MICHAEL A. BROWN

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:

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Crossing Creek Addition to the Town of St. John, Lots 1 through 45, all inclusive, to the Town of St. John as recorded in plat book 102, page 11 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 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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PEGGY HOLLINGA KATONA
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, 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.
- A. An architectural committee is hereby formed consisting of the stockholders of SLMD Company, Inc.. The architectural committee shall be in effect until all lots have erected residential structures or January 1, 2015 whichever occurs first. Plans and specifications for any residence or dwelling house to be erected on any lot must first secure the approval of the architectural committee.
 - B. Prior to applying for a building permit from the Town of St. John, a lot owner must submit one set 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.
 - C. All plans, specifications, request for variance, and other material shall be filed in the corporate office of SLMD, LLC, 9123 Wicker Avenue, St. John, Indiana 46373, or for such other address as designated by the Company, 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 County of Lake 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.

- D. Any residence or dwelling house erected on Lots 1 through 45, 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 style residential structures with basements shall have a minimum total floor area of 2,000 sq. ft.
 - (4) All 1 1/2 story residential structures with basements shall have a minimum total floor area of 2,400 sq. ft.
 - (5) All 2 story residential structures with basements shall have a minimum total area of 2400 sq. ft.
 - (6) No residential structures shall be built on a concrete slab; partial crawl spaces are acceptable if approved by the Architectural Review Committee.
 - (7) The above minimum areas do not include porches, breezeways, or attached garages.
 - (8) Any residence or dwelling house erected on any lot shall erect not less than a two car, attached, garage and in addition thereto shall provide 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 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. No driveways or off street parking areas shall be located within ten feet (10') of any side or rear lot line.

- (9) 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 those portions of the structure above the eave line. In cases where architecture would be impaired, the owners of 75% 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 foundations shall be poured concrete.
- (11) The use of steel framing studs is prohibited.
- (12) 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 seventy five percent (75%) of the lots in this addition or the architectural committee.
- (13) Exterior finishing materials on any structure must be specifically approved in writing by the architectural committee. All windows shall be equivalent to or greater than "Low-E" being a high efficiency thermal window and shall be manufactured under the following trademark for the Anderson window company as follows:



- (14) All roofs shall be equal to or greater than 8/12 pitch provided however that the architectural committee may modify this requirement. No roof shall be constructed with other than dimensional shingles unless approved by the Architectural Review Committee.
 - (15) 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.
 - (16) 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.
 - (17) Motorcross, ATV, BMX, or snowmobile tracks are prohibited.
 - (18) Firearm and archery ranges are prohibited.
 - (19) Only in-ground pools are permitted.
- E. A building set-back line shall be maintained on all lots as indicated on the subdivision plat, provided that the architectural committee may, in its sole discretion, increase the building set back line to conform with structures on adjacent irregular lots.
- F. 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.
- G. 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.

- H. 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 ¶2 following.
- I. 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.
3. 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 parkway 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 eight (8) 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 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.
4. No structure of a temporary nature, and no trailers, tent or accessory building shall be used at any time as a residence.
5. 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, 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 printing on the side of same, with reference to any commercial undertaking or enterprise. Vehicles without a valid, unexpired license plate, or junk vehicles, (i.e. dismantled or inoperable vehicles) are prohibited.
6. To the extent that compliance is required with Rule 5 of the Indiana Department of Environmental Management concerning soil erosion 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.
7. An easement is hereby granted to the Town of St. John, AT&T,

SBC or any successor communication provider, 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.

8. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2023 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.
9. 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, including reasonable attorney's fees 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. In the event it becomes necessary for the developer to enforce any of these covenants in a court of competent jurisdiction, the developer shall recover its reasonable attorneys fees and costs expended in securing enforcement.

10. 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.
11. The owners of lots in this subdivision, together with the owners of remaining lots or units in the Crossing Creek development shall be members of a Property Owners Association and subject to a Declaration Of Covenants, Conditions and Restrictions providing for the maintenance, repair, and improvement of common areas and facilities and for assessments to cover the costs thereof.

Crossing Creek
Development Company, Inc.

BY: Frank E. Schilling
Frank E. Schilling, President

Shirley M. Schilling
Shirley M. Schilling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named FRANK E. SCHILLING, President and SHIRLEY M. SCHILLING, Secretary to me known to be such President and Secretary of said Corporation and acknowledged the execution of the foregoing Restrictive Covenants for and on behalf of said Corporation and by its authority.

WITNESS my hand and Notarial seal this 24th day of January, 2008.

[Signature]
Notary Public

My Commission Expires: 9/17/2015

County of Residence: Lake

This Instrument Prepared By:

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

covenant/crossing creek covenants