

RESTRICTIVE COVENANTS
ESTATES OF WELLINGTON

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:

Estates of Wellington, Lots 2 through 22, all inclusive, to the Town of St. John as recorded in plat book 97, page 93 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.

- 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, side-loading, three-car garage and in addition thereto, shall provided a minimum of four off-street parking spaces which shall consist of paved driveway. 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. Each of the owners of lots 2 through 6, all inclusive, are hereby notified that a flood plain exists to the rear (east) of their lots with a one hundred year flood elevation of 679.60 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, 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. Each of the owners of lots 19 through 22, all inclusive, are hereby notified that a detention/retention basin exists to the rear (northwest) with an emergency overflow elevation of 680.00 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, such opening shall be not less than two feet (2') above the emergency overflow elevation. Any deviation from these elevations may require the lot owner to secure flood insurance.

5. 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.
6. A. Any residence or dwelling house erected on Lots 2 through 22, 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 shall have a minimum main floor area of 2,600 sq. ft.
 - (4) All 1-1/2 story residential structures shall have a minimum main floor area of 2,400 sq. ft. and a minimum 2nd floor area of 600 sq. ft.
 - (5) All 2 story residential structures shall have a minimum total area of 3,000 sq. ft.
 - (6) All foundations shall be poured concrete. In the case of porch foundations, the architectural control committee may grant an approval of the plan and a variance to this restriction.
 - (7) All residential structures are required to have a full basement.
 - (8) The above minimum areas do not include porches, breezeways, or attached garages.
 - (9) 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.

- (10) 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.
- (11) 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.
- (12) Exterior finishing materials on any structure must be specifically approved in writing by the architectural committee. All windows shall be vinyl or aluminum clad, wood windows. All windows shall be equivalent to or greater than "Low-E" being a high efficiency thermal window and shall be manufactured by the Anderson, Eagle, or Marvin window companies.
- (13) The use of steel framing studs is prohibited.
- (14) All exterior fireplaces and chimneys shall be erected with solid masonry construction. No metal, plastic or PVC flues for auxiliary fixtures (water heater, garage heater, etc.) shall penetrate the roof. Direct vented fireplaces, high efficiency furnaces and hot water heaters are allowed, provided they are side vented, but not "bumped out" on an exterior wall. Chimney heights shall be determined by the architectural committee. A minimum of two (2) chimney tops per chimney are required. All chimney tops or caps shall be approved by the architectural committee.
- (15) All soffits and/or eave areas shall be finished

with natural cedar.

- (16) All mailboxes shall be Imperial model number 311, verdi green, 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 LP3, verdi green, as more fully depicted on Exhibit "B" attached hereto and made a part hereof. Both mail boxes and light posts may be purchased from Triad Manufacturing, 1084 S. Dixon Rd., Kokomo, IN 46902; (756/457-0900). The Developer reserves the right to change mailbox and carriage light specifications, model, design, or manufacturer. Current designs and specifications can be secured from the Developer at 9209 Wicker Avenue, St. John, Indiana 46373. The carriage light fixture may secured from The Estates of Wellington Sales Office.

7. 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.
8. An architectural committee is hereby formed consisting of Richard Schilling, Frank Schilling, and Peggy Schilling. The architectural committee shall be in effect until all lots have erected residential structures or January 1, 2015 whichever occurs first. Thereafter the Property Owners Association shall create an architectural committee of not less than three (3) members. 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 corporate office of Estates of Wellington, POA, 9209 Wicker Avenue, St. John, Indiana 46373, or for such other address as designated by the Corporation, 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.

9. 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.
10. (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 Ash
'Autumn Purple'	
Fraxinus pennsylvanica	'Marshall's Seedless Ash'
lanceolata	
Ginkgo biloba	Ginkgo (male only)
Gleditsia triacanthos	Thornless Honeylocust

	(seedless)
Quercus borealis	Red Oak
Tilia cordata	Little Leaf Linden (seedless)
Pyrus Calleryana	Cleveland Pear

- (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 regardless of location, 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".

11. Any residence or dwelling house erected on any lot shall connect all footing and sump drainage to the public storm sewer, provided however that downspouts or other roof or surface drainage shall be discharged to the lot surface and not the storm sewer, provided further, that driveways may drain to the street curb. No downspout, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the real estate.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. An easement is hereby granted to the Town of St. John, SBC, 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.
19. 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.
20. 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.

21. 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 WELLINGTON DEVELOPMENT COMPANY, INC. has caused these Restrictive Covenants to be executed by FRANK E. SCHILLING, its President, and attested by PEGGY SCHILLING, its Secretary, and its corporate seal to be hereunto affixed.

WELLINGTON DEVELOPMENT COMPANY, INC.

BY: Frank E. Schilling, President

ATTEST:

Peggy 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 Peggy Schilling, Secretary to me known to be such President and Secretary of said Corporation, and acknowledged the execution of the foregoing Deed for and on behalf of said Wellington Development Company, Inc. and by its authority.

WITNESS my hand and Notarial seal this _____ day of October, 2005.

My Commission Expires: _____

County of Residence: _____

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

covenant\estates of wellington