

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

ORDINANCE NO. 1258

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING THE ZONING ORDINANCE OF THE TOWN OF ST. JOHN AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana, has been petitioned by the owners of certain real property located in the Town of St. John, Lake County, Indiana, more commonly known as Maginot Meadows, Unit 2 (Tram Development Group, Inc.), to reclassify said real property for zoning purposes from R-1 Residential District to R-2 Residential District; and

WHEREAS, the Plan Commission of the Town of St. John, Lake County, Indiana, did, pursuant to published notice as required by law, hold a public hearing on the advisability and necessity of rezoning said property and has recommended that said property be re-zoned from R-1 Residential District to R-2 Residential District; and

WHEREAS, in so recommending that said real property be re-zoned, the developer has agreed to a Zoning Commitment which Zoning Commitment is attached hereto and made a part hereof, shall run with the land, and shall be a part of this ordinance; and

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana, believes that the Town Zoning Ordinance should be amended and modified in order that the use of the real property hereinafter described shall be made more consistent with the comprehensive plan, the surrounding zoning districts, and the current and prospective uses of the real property within the area; and that said real property should be classified from R-1 Residential District to R-2 Residential District and the Zoning Commitment should be in all respects approved.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of St. John, Lake County, Indiana:

SECTION 1: That the Town Zoning Ordinance, all amendments to the Town Zoning Ordinance passed pursuant thereto, and the Town of St. John Zoning Map are all amended by changing the zone classification of the following described parcel of real property, all lying within the municipal corporate limits of the Town of St. John, Lake County, Indiana, from R-1 Residential District to R-2 Residential District, to-wit: (See attached legal description).

SECTION 2: That the project and its final approval shall be contingent upon the compliance by the Petitioner/Applicant with all requirements of the St. John Plan Commission and the St. John Town Engineer, including all conditions and commitments.

SECTION 3: That this approval includes the approval of the Zoning Commitment attached hereto and the Town Council now makes its approval and re-zoning from R-1 Residential District to R-2 Residential District contingent upon the satisfaction by the petitioner/owner with all conditions contained within the Zoning Commitment which Commitment shall run with the land.

SECTION 4: That this ordinance shall be in full force and effect from and after its passage by the Town Council in accordance with applicable law.

PASSED AND ADOPTED by the Town Council of the Town of St. John, Lake County, Indiana, this 27th day of June, 2002.

Aye 4 Nay 1

TOWN COUNCIL, TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA

Kristie L. Aldridge
KRISTIE L. ALDRIDGE

Kathleen J. Willman
KATHLEEN J. WILLMAN

Wm
WILLIAM M. WINTERHALER

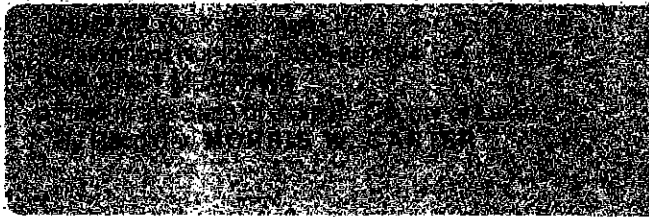
Michael S. Forbes
MICHAEL S. FORBES

Jerome J. Rudy
JEROME J. RUDY

ATTEST:

Judith L. Companik
JUDITH L. COMPANIK
Clerk-Treasurer

INA



DESCRIPTION: Part of the East Half of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of St. John, Lake County, Indiana, described as follows: Beginning at the Northwest corner of Lot 17 of Clarmonte Ridge, Unit 2, an Addition to the Town of St. John, as shown in Plat Book 87, page 68 in the Office of the Recorder of Lake County, Indiana; thence South 00° 06' 44" East, along the Westerly line of said Clarmonte Ridge, Unit 2, and Clarmonte Ridge, Unit 1, an Addition to the Town of St. John, as shown in Plat Book 69, page 2 in the Office of the Recorder of Lake County, Indiana, a distance of 1752.29 feet, to the centerline of the Crown Point-Joliet Road (a.k.a Joliet Street); thence North 78° 15' 02" West, along said centerline, a distance of 423.45 feet; thence North 00° 07' 41" West, along the East line of Maginot Acres, Second Addition to the Town of St. John, as shown in Plat Book 63, page 33 in the Office of the Recorder of Lake County, Indiana, a distance of 160.00 feet; to the Northeast corner of Lot 1 in said Maginot Acres, Second Addition; thence North 78° 15' 02" West, along the Northerly line of said Maginot Acres, Second Addition and Maginot Acres, First Subdivision to the Town of St. John, as shown in Plat Book 55, page 22 in the Office of the Recorder of Lake County, Indiana, a distance of 250.00 feet to the Northwest corner of Lot 1 in said Maginot Acres, First Subdivision; thence North 00° 07' 41" West, along a line parallel with the West line of the Southeast Quarter of the Northeast Quarter of said Section 33, a distance of 295.94 feet to a point which lies 150.00 feet North of the East-West centerline of said Section 33; thence North 61° 03' 46" East, a distance of 254.76 feet; thence North 00° 06' 44" West, parallel with the West line of said Clarmonte Ridge, Unit 1 and Unit 2, a distance of 884.08 feet; thence North 89° 53' 16" East, a distance of 50.83 feet; thence North 00° 06' 44" West, parallel with the West line of said Clarmonte Ridge, Unit 1 and Unit 2, a distance of 158.55 feet, to a point on the North line of the South Half of the Northeast Quarter of said Section 33; thence South 88° 57' 15" East, along said North line, a distance of 385.25 feet, to the point of beginning, containing 18.811 acres, more or less, all in the Town of St. John, Lake County, Indiana.

ZONING COMMITMENT

Comes now TRAM Development Group, Inc., an Indiana Corporation, ("Petitioner"), pursuant to the provisions of I.C. 1971, 36-7-4-615, the rules and regulations of the St. John Plan Commission revised July 1, 1992, Article V (6), and Ordinance 1030 of the Town of St. John adopted December 31, 1996 and make the following zoning commitment in consideration of the zoning of a certain tract of real estate as part of the petitioner's request for an amendment to the Zoning Ordinance of the Town of St. John for the re-zoning of said tract of real estate from R-1 to R-2 to be known as Maginot Meadows, Unit 2, an Addition to the Town of St. John.

1. That the Declaration of Restrictive Covenants for Maginot Meadows, an Addition to the Town of St. John, a copy of which is attached hereto and made a part hereof, ("Covenants"), shall be the same Declaration of Restrictive Covenants recorded for Maginot Meadows, Unit 2, an Addition to the Town of St. John.

2. That a provision shall be added to the Covenants for Maginot Meadows, Unit 2, which shall not allow any revisions to be made to same covenants unless approved by the Town Council of the Town of St. John.

3. That this commitment shall be binding upon the heirs, successors and assigns of the owner.

IN WITNESS WHEREOF, TRAM Development Group, Inc., an Indiana Corporation has caused this Zoning Commitment to be executed this 28th day of June 2002.

TRAM Development Group, Inc.

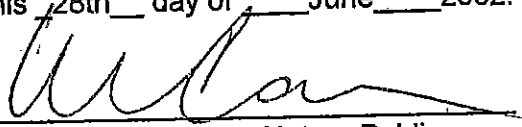
By: _____

Richard C. Wolf, President

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Richard C. Wolf, President of TRAM Development Group, Inc. and acknowledged the execution of the foregoing Zoning Commitment for and on behalf of said Corporation and by its authority.

WITNESS my hand and Notarial seal this 28th day of June 2002.


Kerri Castro, Notary Public

My Commission Expires: 4-16-09
Resident of Lake County



Declaration of Restrictive Covenants
Maginot Meadows Unit 2- St. John, Indiana

The Developer has caused a plat of subdivision to be approved by the Town of St. John and the same has been recorded in the Office of the Recorder of Lake County, Indiana on the ___ day of _____ 20___, in Plat Book, ___, Page No. ___, and known as Document No. _____.

The Developer further declares that all of the property described as Maginot Meadows, Unit 2, an Addition to the Town of St. John, Indiana, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, restrictions, covenants and conditions shall run with the real estate described as part of the general plan of development and shall be binding on all parties having or acquired any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

1. All lots in these additions shall be used for single family residential purposes only.
2. a. All 1 story residential structures with basements shall have a minimum 1st floor area of 1,400 square feet with an attached garage.
 - b. All 1 1/2 story residential structures with basement shall have a minimum 1st floor area of 1,100 square feet and a minimum total area of not less than 1,800 square feet, with attached garage, not including the lower levels of said structures.
 - c. All tri-level residential structures shall have a minimum above ground area of 1,300 square feet not including the lower levels of said structures, with attached garage.
 - d. All bi-level residential structures shall have a minimum 1st floor area of 1,300 square feet not including the lower levels of said structure, with attached garage.
 - e. All 2 story residential structures with basements shall have a minimum total floor area of 1,800 square footage with attached garage. The first floor shall have a minimum square footage of not less than 1,100 square feet.
 - f. All residential structures without a basement or on concrete slabs shall have a minimum first floor area of 1,600 square feet with attached garage. This does not apply to tri-level or bi-level structures that may have a portion of the structure that does not have a basement area.
 - g. The above minimum areas do not include porches, breezeways, or attached garages.
 - h. No metal accessory buildings shall be allowed. Accessory buildings with a maximum size of 10 x 12 shall be permitted with exterior finishes that match the residential structure that has been constructed on said lot.
 - i. All roof pitches shall be a minimum of 5/12.

3. All lots shall be professionally landscaped within forty five days of issuance of an occupancy permit by the Town of St. John. Landscaping shall include sodded front and side yards (to rear of structure), rear yards may be hydro-seeded or seeded or any combination thereof. A landscaped border of no less than 36" shall be maintained around the front elevation of the home which shall consist of shrub/flower plantings and stone aggregate base. In addition each interior lot shall have two (2) 2 1/2 -inch diameter flowering trees, and all corner lots shall have four (4) 2 1/2-inch diameter flowering trees selected from the list of species, included herein. Said trees shall be planted within the parkway or within five (5) feet behind the public sidewalk(s).
4. All garages shall be attached with a minimum size of 2 cars and maximum size of 3 cars.
5. No residential structure shall have less than 40% per cent of stone or face brick on the front elevation thereof. No sheet good type exterior materials shall be allowed on any elevation of the home. Vinyl siding shall be a minimum thickness of .044" and must be approved with the plans for the new home. Developer reserves the right to make exceptions to this provision where this requirement would materially affect the architectural value of the proposed structure. Further, Developer reserves the right to limit the style of home on any given lot within the subdivision and to limit the number of any given style of home within a particular phase or unit within the subdivision. It is the intent of the Developer to avoid duplicate house plans on adjoining lots within the subdivision.
6. All plumbing stacks and roof protrusions shall be located at the rear of the structure roof. No exterior antennas shall be attached to any roof or exterior of any structure. Satellite dishes not exceeding 24" in diameter and 36" in height may be installed at the rear of the lot and screening shall be provided so that it is not visible from the street.
7. All driveways shall consist of poured concrete or paving brick only.
8. No structure of a temporary nature or character, motor home, camper, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any tract of land in these additions. These provisions shall not apply to sales or temporary construction trailer's placed on the property by the developer.
9. No building or structure previously constructed elsewhere shall be moved or re-constructed upon any lot in these additions.
10. Storage of motor homes, boats, campers, smaller portable equipment is not permitted.
11. No trucks or other vehicles in excess of 3/4 ton and no commercial vehicles of any type shall be permitted to be parked on any resident's property within these additions. No exterior fuel storage tanks of any kind shall be permitted on any of the lots within these additions.
12. Fences shall be approved prior to construction by the Developer, shall not exceed 6 feet in height and shall not be constructed of cyclone fencing materials.
13. Rear yard storm drainage structures have been installed on the rear property easements. Each homeowner is responsible for establishing rear drainage grades so as not to obstruct, or divert storm water drainage flow to cause damage to another lot. Final grades shall be in accordance with the subdivision grading and drainage plans and the continued maintenance of same shall be the responsibility of the homeowner.

14. No residence or structure shall be commenced, erected, or maintained on any lot in these additions until the construction plans and specifications, including material specifications, and color selections, have been submitted to and approved, in writing, by the Developer, or their duly authorized agents or assigns,.

Plans Should Be Submitted to: TRAM Development Group, Inc.
Post Office Box 10144
Merrillville, Indiana 46411-0144

15. Each owner shall be responsible for the costs of any enforcement action brought against him/her by Developer or their duly authorized agents or assigns, in the enforcement of these Restrictive Covenants, including but not limited to reasonable attorneys fees.

16. Each residence or structure shall include a front yard coachlight which shall operate dusk to dawn which shall be located within 5 feet of the driveway and 5 feet behind the public walk location. The Developer shall secure the coachlight and each owner shall be responsible for payment to the Developer for his actual cost of same. The maintenance and upkeep of same to be the responsibility of each homeowner, which shall insure that the yard light operates on a continual basis. The proposed location shall be shown on the site plan which should accompany all plans and specifications submitted to the Developer for Architectural approval.

17. Each residence or structure shall include a mailbox which shall be purchased by the Developer. The Developer shall secure the mailbox and each owner shall be responsible for payment to the Developer for his actual cost of same.

18. All lots purchased shall be built on within 2 years of the date of purchase. During that time, the lot is to be kept cut and clean. If the lot owner fails to maintain the lot, the Developer or the Town of St. John may maintain the lot at the Owner's expense and the Owner shall be responsible for all costs of collection associated with said expense, including reasonable attorneys fees.

19. Any residence or structure 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. All service walks shall be a minimum width of 3' and constructed of poured concrete or paving brick.

20. Any residence or structure 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.

21. Lots in Maginot Meadows Unit 2 shall be occupied by a single family only and shall be used as a family residential dwelling.

22. During construction of any dwelling or structure, the Owner or Owner's agent shall be responsible for maintaining the job site and containing any and all construction debris within an appropriate refuse container. In addition, the Owner or Owner's agent shall be solely responsible for any and all damages caused to the improvements within the development, which may include, but are not necessarily limited to all curbs, streets, drainage structures and utility lines. If the owner or owner's agent fails to contain any construction debris or replace any damaged improvements, the Developer or the Town of St. John may replace any damaged improvements or contain any debris at the Owner's expense and the Owner shall be responsible for all costs of collection associated with said expense, including reasonable attorneys fees.

The covenants and restrictions herein set forth shall continue in perpetuity and may only be amended or terminated, if at all, by the agreement of a two-thirds majority of the lot owners and their respective mortgagees. Any such amendment or termination shall be subject to the approval of the Town Council of the Town of St. John, and any such amendment or termination shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The amendment or termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana.

The invalidation of any one of these covenants or restrictions by judgment of Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

The Developer, his respective employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits plans and specifications for approval on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (e) the development of any property within Maginot Meadows additions to the Town of St. John, Lake County, Indiana. Any person submitting plans to the Developer shall hold the Developer harmless for all damage, loss or prejudice suffered or claimed by any third party, including attorneys fees incurred.

The Developer, his heirs, successors and assigns, The Town of St. John, or any owner of a lot or any mortgagee of property within the subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorneys fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of these restrictions shall in no event be deemed a waiver of the right to do so thereafter.

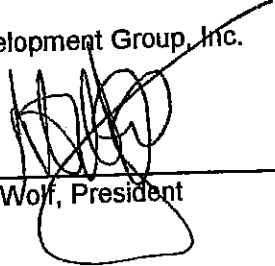
Approved List of Additional Tree Species

Tulip Tree	Red Oak	White Oak	Black Oak
Bur Oak	White Ash	Green Ash	Sweet Gum
Flowering Dogwood		Yellow Buckeye	Black Tupelo
Red Maple	Mountain Ash	Sweet Crabapple	Black Cherry
American Plum	Hortulan Plum	Canada Plum	Eastern Redbud
Quaking Aspen	Magnolia	Sunburst Locust	Hickory
Peach Leaf Willow		Big Leaf Linden	Katsura Tree
Marshall Ash	Kwanzan Cherry		

All trees placed within the front elevation area of the home or within the public right of way shall be of a seedless or fruitless variety.

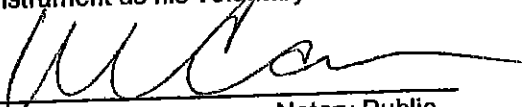
IN WITNESS WHEREOF, the undersigned Developer have caused this Declaration of Restrictive Covenants to be executed this 28th day of June 2002.

TRAM Development Group, Inc.

By: 
Richard C. Wolf, President

State of Indiana)
) ss:
County of Lake)

Subscribed and sworn before me this 28th day of June 2002,
by Richard C. Wolf, in his capacity as President, of TRAM Development Group, Inc., the
Developer of Maginot Meadows, Unit 2, an Addition to the Town of St. John, Lake County, Indiana, who
acknowledged the execution of the above and foregoing instrument as his voluntary act and deed.


Kerri Castro Notary Public

My Commission Expire: 4-16-09

Resident of Lake County

This Instrument Prepared By: TRAM Development Group, Inc.
Post Office Box 10144
Merrillville, Indiana 46411-0144

