

570486

Com 102361-79
3

1st Fed. & Hwy
545 Hwy

570486

WARRANTY DEED

THIS INDENTURE WITNESSETH, that GATEWAY HOMES, INC., a Corporation of Lake County in the State of Indiana, conveys and Warrants to Neal R. Krieps, 639 Wellington Drive of Lake County in the State of Indiana

for and in consideration of TEN DOLLARS (\$10.00) the receipt whereof is hereby acknowledged, in Lake County in the State of Indiana, viz:

That Part of Lot "L" in Parkview Terrace 2nd Addition to the Town of Dyer, as shown in Plat Book 45, page 125, in Lake County, Indiana, described as: Commencing at the Northwest corner of said Lot "L"; thence South 0°-16'-46" West along the West line of Lot "L" a distance of 1083.03 feet to the point of beginning; thence South 89°-43'-14" East a distance of 135.24 feet to a point on the East line of Lot "L"; thence South 0°-46'-00" East along said East line a distance of 32.03 feet; thence North 89°-43'-14" West a distance of 135.83 feet to a point on the West line of Lot "L"; thence North 0°-16'-46" East along said West line a distance of 32.02 feet to the point of beginning.

Transferred
14-162-101
to 14-162-116

Subject to the following restrictions which shall be a covenant running with the land:

1. Building and Use restrictions as shown in Plat Book 45, page 125, Lake County Records.
2. Building line over West 30 feet of premises as shown in Plat Book 45, page 125, Lake County Records.
3. Easement reserved for drainage and for public utilities granted to Illinois Bell Telephone Company and Northern Indiana Public Service Company over the West 8 feet and the East 12 feet of premises as shown in Plat Book 45, page 125, Lake County Records.
4. Easement is reserved for public utilities over the North 5 feet of premises.

5. The West 37 feet of the land herein conveyed shall be used for a driveway and landscaping purposes only, in common with the owners and occupants of the other three (3) dwellings which make up the building situated partly on the land herein conveyed, and no vehicles shall ever be parked thereon; save and except that the East 12 feet of the West 25 feet of the South 20.02 feet of the land herein conveyed shall be reserved as a space for the parking of vehicles solely by the occupants of the tract of land having a frontage of 22.66 feet on Wellington Drive and lying adjacent to and North of the land herein conveyed and that the East 12 feet of the West 37 feet of the South 20.02 feet of the land herein conveyed shall be reserved as a space for the parking of vehicles solely by the occupants of the land herein conveyed.

6. Each wall is built as part of the original construction of the homes upon the properties and interior walls placed on the dividing line between units shall constitute a party wall and the general rules of law regarding party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

DULY ENTERED
FOR TAXATION

JAN 23 1980

Auditor Lake County

PIONEER

STATE OF INDIANA
LAKE COUNTY
RECORDED
JAN 24 9 08 AM '80
WILLIAM BILSKER
RECORDER

570486

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

An owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner hereunder shall be appurtenant to the land and shall pass to such owner's successors in title.

7. No building, fence, wall or other structure shall be commenced, erected or maintained upon the premises nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, color scheme, shape, height, materials and location of the same shall have been submitted to and approved in writing by the owners of the other three (3) units of the building.

8. Repairs of pavement of easement for driveway shall be the responsibility of all owners of the building, share and share alike. Repairs of the pavement of the parking easements shall be the responsibility of the owners of the easements.

9. It is the responsibility of each owner to maintain the general scheme of landscaping and the exterior of premises in the condition as when purchased.

If there appears any defect in any unit which adversely affects the rights of any other owner in the building and/or adversely affects the physical integrity of any other unit in the building said owner has the duty to repair and remove such defect immediately.

The cost of reasonable repair and maintenance of the roof of the building shall be shared by the owners who make use of the roof in proportion to such use.

If any roof is destroyed or damaged by fire or other casualty, any owner who has used the roof may restore it and if the other owners thereafter make use of said roofing they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

10. Any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

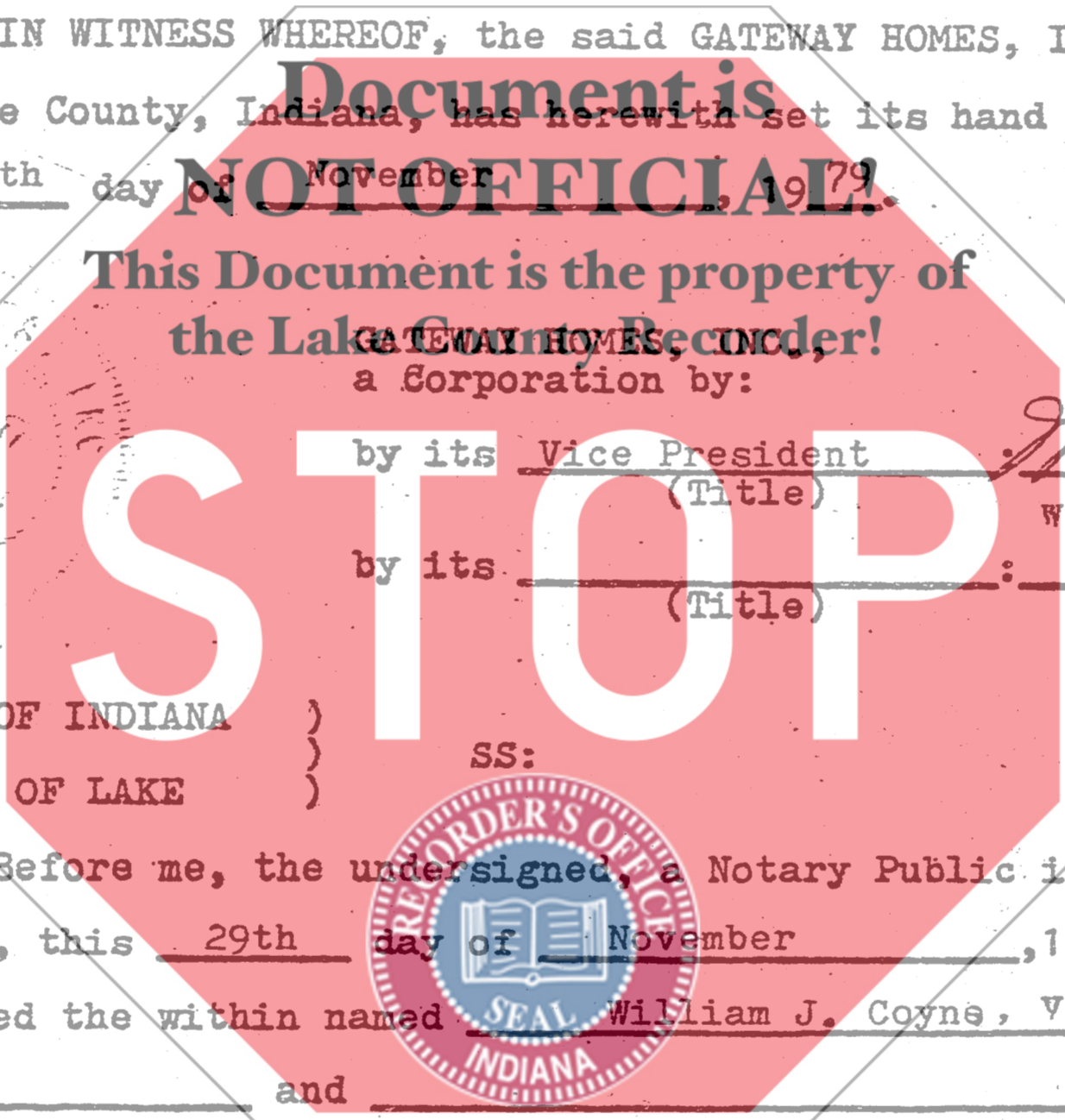
12. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

13. For information purposes it is acknowledged that the residence situated on the real estate hereinafter conveyed is covered by the Home Owners Warranty Certificate of Participation No. B 127631 which expires on November 28, 191989.

570486

IN WITNESS WHEREOF, the said GATEWAY HOMES, INC., a Corporation of Lake County, Indiana, has herewith set its hand and seal on this 29th day of November, 1979.

This Document is the property of the Lake County Recorder!



by its Vice President (Title)
by its (Title)

(Signature) William J. Coyne
(Signature)

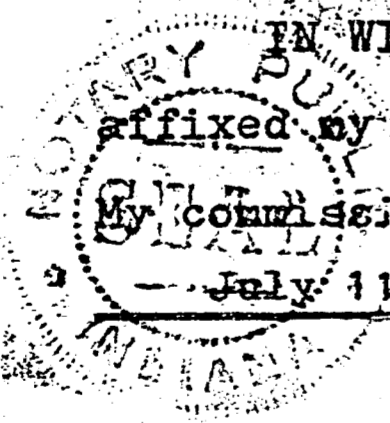
STATE OF INDIANA)
COUNTY OF LAKE)

SS:

Before me, the undersigned, a Notary Public in and for said County, this 29th day of November, 1979, personally appeared the within named William J. Coyne, Vice-President and _____ of GATEWAY HOMES, INC., Partners of a Corporation, Grantor in the above conveyance, and acknowledged the execution of the same to be its voluntary act and deed for the uses and purposes herein mentioned.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



My commission expires: July 11, 1983

(Signature) Mary K. Callahan
Notary Public
Mary K. Callahan
County of Residence: Lake

THIS INSTRUMENT PREPARED BY:
RICHARD A. PARKS
Attorney at Law
P.O. Box 8163
1025 East 61st Avenue
Merrillville, Indiana 46410