

18-055601

653872

WARRANTY DEED

PIONEER NATL TITLE INS.
HIGHLAND, INDIANA

THIS INDENTURE WITNESSTH, That SIPES BROTHERS, INC., an Indiana Corporation of Lake County in the State of Indiana, Conveys and Warrants to CARL N. W. STARK and COLETTE R. STARK, Husband and Wife 751 Wellington Drive, Dyer, Indiana 46311 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:

*Split
fr. 14-175-5
to 14-175-15*

The South 38.99 feet by parallel lines thereof except the East 27.0 feet of the West 111.76 feet of the South 15.18 feet by parallel lines thereof of Lot 17 in Resubdivision of Part of Lot "L" in Parkview Terrace 2nd Addition as previously recorded in Plat Book 45, page 125, and all of Lot "A" in Parkview Terrace 1st Addition as previously recorded in Plat Book 44, page 133, a Planned Unit Development, in the Town of Dyer as per plat thereof, recorded in Plat Book 51, page 87, in the Office of the Recorder of Lake County, Indiana.

No Gross Tax Due.

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

1. Building and Use restrictions as shown in Lake County Records.
2. Building line over West 30 feet of premises as shown in Plat Book 51, page 87, Lake County Records.
3. Easements reserved for drainage and for public utilities granted to Indiana 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 51, Page 87, Lake County Records.
- 4A. The West 30 feet of the North 8 feet of the South 23 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 tract of land having a frontage of 16.02 feet on Wellington Drive and lying adjacent to and North of the land herein conveyed, and no vehicles shall ever be parked thereon;
- 4B. The West 30 feet of the North 16.02 feet of the land herein conveyed shall be reserved as a space for the parking of motor vehicles only by the owner of the land herein conveyed and the occupants of the tract of land having a frontage of 16.02 feet on Wellington Drive and lying adjacent to and North of the land herein conveyed.
- 4C. The North 12 feet of the South 15 feet of the West 84.76 feet of the land herein conveyed shall be used for driveway purposes only in common with the owners and occupants of the tract of land having a frontage of 16.02 feet on Wellington Drive and lying adjacent to and North of the land herein conveyed.

STATE OF INDIANA, S.S. NO
LAKE COUNTY
FILED FOR RECORD
DEC 16 11 24 AM '81
WILLIAM BELSKY, JR.
RECORDER

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

DULY ENTERED
FOR TAXATION

DEC 14 1981

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.

*See [unclear]
ADVISOR LAKE CO. IN*

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 use 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.

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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.

6. 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.

7. Responsibility for repairs of pavement over the North 18 feet of the South 23 feet of the West 84.76 feet and the West 30 feet of the North 18.02 feet of the land herein conveyed shall be shared equally by the owner of the land herein conveyed and the owner of the 16.02 foot tract adjacent and North thereof.

8. 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 part of said garage structure said owner has the duty to repair and remove such defect immediately.

If there appears any defect in any garage structure which adversely affects the rights of any other owner in said garage structure and/or adversely affects the physical integrity of any other part of said garage structure 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 and garage 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.

9. 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.

10. 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.

11. 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.

12. "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. B541223 which expires on January 30th 19 91."

IN WITNESS WHEREOF, the said SIPES BROTHERS, INC., an Indiana Corporation of Lake County, Indiana, has herewith set its hand and seal.

this 10th day of December, 19 81.



SIPES BROTHERS, INC.
an Indiana Corporation

its PRESIDENT
(TITLE)

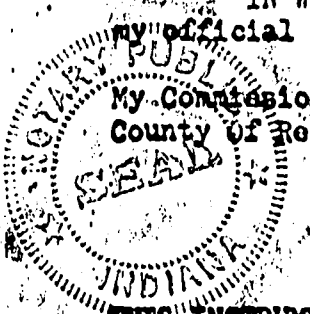
G. Lee Sipes
(G. LEE SIPES)
G. Lee Sipes

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County, this 10th day of December, 19 81, personally appeared the within named G. LEE SIPES, PRESIDENT of SIPES BROTHERS, INC., an Indiana 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: 2/6/84
County of Residence: Lake



Janis R. Scott
NOTARY PUBLIC Janis R. Scott

THIS INSTRUMENT PREPARED BY: G. LEE SIPES