

18-155901

653873

WARRANTY DEED

PIONEER NAT'L 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 749 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:
No Gross Tax Due

Split
14-175-5
to
14-175-16

The South 16.02 feet of the North 71.01 feet*by parallel lines thereof** and 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. *(as measured along the West line thereof) Commonly known as 749 Wellington Drive, Dyer, Indiana, together with the right to use in common with the owner there of the West 30 feet of the North 20 feet of the South 23 feet of the 38.99 foot tract lying South of and adjacent to the land herein conveyed for driveway and landscaping purposes only and no vehicles shall ever be parked thereon and the right to use the West 30 feet of the North 16.02 feet of the 38.99 foot tract lying South of and adjacent to the land herein conveyed only as a space for the parking of motor vehicles, and also the right to use the North 12 feet of the South 15 feet of the West 84.76 feet of the tract of land having a frontage of 38.99 feet on Wellington Drive and lying adjacent to and South of the land herein conveyed for driveway purposes only in common with the owners and occupants of said tract.** (being the South 16.02 feet of the North 71.03 feet as measured along the East line thereof)

WILLIAM BIELSKI JR
RECORDER

DEC 16 11 24 AM '81

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

DULY ENTERED FOR TAXATION

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

DEC 14 1981

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.

*Spice O'...
Auditor Lake County*

3. Easements reserved for drainage and for public utilities granted to Indiana Bell Telephone 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.

4. 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 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.

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.

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5. 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.

6. Responsibility for maintenance and repair of the pavement on the driveway and parking easements above granted shall be shared equally by the owner of the land herein conveyed and the owner of the 38.99 foot tract lying adjacent and South thereof.

7. 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.

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.

8. 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.

9. 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.

10. 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.

11. "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. 0082554 which expires on May 1, 1991."

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. : G. Lee Sipes
(TITLE) (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 K. [Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: G. LEE SIPES