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Mail To: Andrew J. Fetsch Beckman, Kelly & Smith

5900 Hohman Avenue Hammond, Indiana 46320

## RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, BORMANN DEVELOPMENT COMPANY, INC., and DAVID A. BORMANN, Grantors, of Lake County, in the State of Indiana, being the owners of all of the following described real estate located in Lake County, Indiana, to-wit:

> The West 300 feet of the East 800 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M. lying North of the North line of Lincoln Highway, in Lake County, Indiana excepting the North 400.0 feet of the West 200 feet of the East 800 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M. lying North of the North line of Lincoln Highway, in Lake County, Indiana

> The North 400.0 feet of the West 200 feet of the East 800 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M. lying North of the North line of Lincoln Highway in Lake County, Indiana

in consideration of Ten Dollars (\$10.00) and other good and sufficient consideration do hereby adopt and place upon the following described real estate:

> The West 300 feet of the East 800 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M. lying North of the North line of Lincoln Highway, in Lake County, Indiana excepting the North 400.0 feet of the West 200 feet of the East 800 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M. lying North of the North line of Lincoln Highway, in Lake County, Indiana

The following restriction:

- The said real estate shall not be used for the operation, maintenance or supply of any nursery, garden center, landscaping supply or related or similar businesses, nor shall any landscaping or landscaping maintenance or related or similar businesses be operated, maintained or supplied on such real estate.
- The restrictions, conditions and covenants herein contained shall terminate and be of no further effect on December 31, 1994.
- The restrictions, conditions and covenants herein contained are made for the benefit of all persons who may now own, or may hereafter own any interest in the following described real estate located in Lake County, Indiana, to-wit:

The North 400.0 feet of the West 200 feet of the East 800 feet of that part of the

CHICAGO TITLE INSURANCE

Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M. lying North of the North line of Lincoln Highway, in Lake County, Indiana

Such persons are specifically given the right to enforce the restrictions, conditions and covenants herein by injunction or other lawful procedure, and to recover damages together with attorneys fees resulting from any violation thereof.

DATED this 9th day of January, 1985.

BORMANN DEVELOPMENT COMPANY,

BY:

David A. Bormánn, President

ATTEST

## ACKNOWLEDGMENT

STATE OF INDIANA SS: COUNTY OF LAKE

Before me, the undersigned, a Notary Public, personally appeared David A. Bormann, President of Bormann Development Company, Inc., who acknowledged the execution of the foregoing Restrictive Covenant on behalf of Bormann Development Company, Inc.

WITNESS my hand and notarial squal this 9th day of

January, 1985.

My Commission Expires: October 16, 1988 County of Residence:

Lake

STATE OF INDIANA SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public, personally appeared David A. Bormann, Secretary of Bormann Development Company, Inc., who acknowledged the execution of the foregoing Restrictive Covenant on behalf of Bormann Development Company, Inc.

WITNESS my hand and notarial seal this 9th day of

January, 1985.

My Commission Expires: October 16, 1988 County of Residence: Lake

STATE OF INDIANA )
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, personally appeared David A. Bormann, who acknowledged the execution of the foregoing Restrictive Covenant for and on his own behalf.

WITNESS my hand and notarial seal this 9th day of January, 1985.

andall J. Nye, Notary Public

My Commission Expires:
October 16, 1988
County of Residence:
Lake

THIS INSTRUMENT PREPARED BY: Andrew J. Fetsch, Attorney at Law, 5900 Hohman Avenue, Hammond, Indiana 46320.