

5-00 pd

CHICAGO TITLE INSURANCE COMPANY

2825169

Warranty Deed

THIS INDENTURE WITNESSETH, That

THOMAS J. FLEMING and PATRICIA A. FLEMING, husband and wife

of Lake County, in the State of Indiana Convey and Warrant

to JAMES SAUTTER and LINDA SAUTTER, husband and wife

of 433 Lake Street, Crown Point, IN 46307
of Lake County, in the State of Indiana, for and in consideration of the sum of

Ten dollars and other valuable considerations

the receipt whereof is hereby acknowledged, the following described Real Estate in Lake County, in the State of Indiana, to-wit:

Part of Lot 1, Ireland Estates, described as follows: Beginning at a point on the East line of said Lot 1 and 85.97 feet North of the Southeast corner thereof; thence North 00 degrees 04 minutes 25 seconds West, 90.00 feet; thence South 89 degrees 55 minutes 35 seconds West, 100.00 feet; thence South 00 degrees 04 minutes 25 seconds East, 90.00 feet; thence North 89 degrees 55 minutes 35 seconds East, 100.00 feet to the point of beginning, as shown in Plat Book 60, page 1, in Lake County, Indiana.

Subject to easements and restrictions of record.

Subject to unpaid real estate taxes.

Subject to the covenants attached.

**DULY ENTERED
FOR TAXATION**

OCT 18 1985

John D. ...
LAKE COUNTY

OCT 21 1 14 PM '85
RUDDOLPH CLAY
RECORDER

LAKE COUNTY, INDIANA
FILED FOR RECORDING

In Witness Whereof, The said grantors

have hereunto set their hands and seal, this 26th day of September 19 85

Thomas J. Fleming
Thomas J. Fleming

(Seal) *Patricia A. Fleming* (Seal)
Patricia A. Fleming

(Seal) _____ (Seal)

(Seal) _____ (Seal)

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 26th day of September 1985, came

Thomas J. and Patricia A. Fleming, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission Expires 5/17/88

John E. ...
Notary Public
County of Residence: Lake

This instrument prepared by: Under the direction of Thomas J. Fleming

927

500
2d

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SOUTH 178' OF LOT 1 OF IRELAND ESTATES

GENERAL PURPOSE OF THIS DECLARATION

The property is hereby subjected to the covenants and restrictions herein declared to preserve its value and amenities; to insure proper use and appropriate improvement of the property; to prevent haphazard and inharmonious improvements; to maintain proper setbacks from streets and adequate free space between improvements; and in general, to provide adequately for a high type and quality of improvement that is intended to enhance the value of all the Property, and to insure desired high standards of maintenance benefiting all Owners.

LAND USE AND BUILDING TYPE

All sub lots shall be used for private purposes only and no building shall be erected, re-erected or maintained thereon, except one building erected as a private garage containing no more than two parking spaces or an accessory building nor longer than 200 sq. ft. for the sole use of the owners. Said garage or accessory building shall not be used for rental purposes.

LOCATION ON LOT

No building shall be located on a lot nearer to a street right-of-way line than the minimum setback as required by the city. No building shall be located within 25 feet of a lot line. Tennis courts and swimming pools shall be screened from any street by a wall, solid fence, evergreen hedge or other visual barrier.

NATURAL DRAINAGE WAYS

No obstruction or diversions of existing surface storm-water drainage swales and channels over or through which surface storm water naturally flows upon or across any lot, shall be made by the owner in such manner as to cause damage to other property owners.

PROHIBITIONS

The following activities and uses are prohibited on all lots and in all building and structures located on the Property.

- A. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
- B. No livestock, poultry, or more than two dogs and/or cats over four months of age shall be kept or maintained.
- C. No burning of refuse shall be permitted except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.
- D. No driveway or parking area may be used as a habitual parking place for commercial vehicles.

COVENANTS RUN WITH LAND

The covenants and restrictions created by this Declaration shall attach to and run with the land and shall be binding on every person who may hereafter come into ownership, occupancy or possession of any portions of the property. This Declaration benefits and burdens only the land described in this Declaration, and there is no intention to benefit any person other than those having an interest in the property. The existence of easement rights or covenant benefits by persons not owning any part of lot 1 or not having an interest in any part of lot 1 shall not confer on any such person any right whatever to enforce the restrictions or covenants hereby created.

ENFORCEMENT

The covenants and restrictions created by this Declaration shall be enforceable by any person who may now own or who may hereafter come into ownership of any portion of Lot 1 of Ireland Estates. It shall be lawful for any such person to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the covenants and restrictions created by this Declaration.

Any rights or remedies described in or created by this Article shall be in addition to and in no way in limitation of any rights or remedies otherwise applicable hereto.

TERMINATION AND MODIFICATION

This declaration or any provision hereof or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property or any portion thereof by the affirmative vote of the Owners, giving one vote for each lot without regard to the manner in which title is held after giving written notice to all Owners of lots thirty (30) days prior to the meeting at which such termination, extension, modification or amendment is to be considered and acted upon and stating with particularity the terms and provisions of such termination, extension, modification or amendment. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the Office of the Recorder of Lake County, Indiana.

EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not effect the validity of the remaining provisions hereof.

Restrictions do not provide for forfeiture or reversion for violation thereof.

928