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KASLE

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AGREEMENT CREATING RESTRICTIVE COVENANTS

We, the undersigned owners of the real property in the Town of Crown Point, Lake County, State of Indiana, which is more specifically herein described, for the purpose of maintaining fair and adequate property values as to said real estate and of continuing the real estate as a desirable residential parcel and further to protect and benefit the mutual interest of the undersigned, and in consideration of our mutual interests as owners of said real estate, hereby covenant and agree with one another and our respective heirs, executors, administrators or assigns that the following restrictions and covenants shall apply, adhere and attach to the real estate herein described.

Gilbert Pagel and Sherry Pagel, husband and wife of the Town of Merrillville, Lake County, State of Indiana, are the owners of the premises whose common addresses are 913, 915 and 917 and 919 High Meadows Drive, Crown Point, Indiana, which real estate is legally described as follows:

Part of Lot "D" High Meadows, in the City of Crown Point, as per plat thereof recorded in Plat Book 44, page 90, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Lot "D"; thence South 89 degrees 48 minutes 52 seconds East along the South line of said Lot "D" a distance of 323.71 feet; thence North 00 degrees 00 minutes 00 seconds East, 230.00 feet to point of beginning of this described parcel; thence North 80 degrees 26 minutes 30 seconds West, 119.17 feet; thence North 00 degrees 27 minutes 52 seconds East, 82.6 feet to the North line of said Lot "D"; thence South 89 degrees 48 minutes 52 seconds East, 188.20 feet; thence South 00 degrees 00 minutes 00 seconds West, 102.00 feet to the point of beginning, now known as Lots 1, 2, 3 & 4 in South Point Townhomes in the City of Crown Point.

Leo A. Kasle and Alvina Kasle, husband and wife of the Town of Crown Point, Lake County, State of Indiana, as Purchasers of the premises whose common address is 919 High Meadows Drive, Crown Point, Indiana, which real estate is legally described as follows:

Lot 1 in South Pointe Townhomes, in the City of Crown Point, as per plat thereof, recorded in Plat Book 66, page 40, in the Office of the Recorder of Lake County, Indiana, commonly known as 919 High Meadows Drive, Crown Point, Indiana 46307.

WHEREAS, the parties desire to create and state the protective provisions, covenants and restrictions, collectively referred to as "restrictions", on the above and foregoing described real estate which will all be subjected to said restrictions, or any part of it, and said real estate is to be improved, held, used, occupied, leased, sold or conveyed subject to said restrictions and which restrictions will run with the land and inure to and pass with said

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STATE OF INDIANA, S.S. NO. LAKE COUNTY

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real estate, and will apply to and bind the respective parties and their successors in interest; and

WHEREAS, all of such restrictions are imposed on each portion of such property as a mutual, equitable servitude in favor of all other portions of such property.

NOW, THEREFORE, in order to create and state such general plan and effect such desires, the parties agree as follows:

ARTICLE ONE

Duration

Each and all of the restrictions, conditions and covenants created herein shall terminate and end and be of no further effect, whether equitable or legal, and shall not be enforceable on and after twenty-five (25) years from the date this instrument is recorded. Termination of said restrictions, conditions and covenants may occur prior to said time only by the unanimous consent of all of the owners of the real estate herein described.

ARTICLE TWO

General Restriction As to Use

The above described real estate is presently improved with a 4 unit townhome dwelling having a common party wall. Such existing dwelling shall be protected, preserved and maintained by the respective parties and no additional buildings, additions or alternations shall be erected or added to the existing structure with the exception of a six foot cedar "dog-eared" privacy fence, with location as shown on attached Exhibit A and/or a full exposure storm door, _____ in type. Further the use of said real estate shall be solely and exclusively limited to that of single family residential use. No trailers, tents, shacks, boats or recreational vehicles shall be stored on said real estate unless the same are stored wholly within the confines of the existing garage.

ARTICLE THREE

**Operation and Maintenance
of Landscaped and Lawn Areas**

The parties shall contract on a competitive basis with a third person for the maintenance service for the landscaped and lawn areas on the above-described real estate. Such maintenance services shall include cutting, trimming, edging, fertilizing, weeding, pruning, replacing and replanting of the lawn and landscaped areas. It is the intention of the parties to protect and preserve the existing lawn and landscaping as the same presently exists in the front and side yards. The expenses for

said maintenance services shall be equally shared by the parties and each party shall pay one fourth of the cost thereof. All parties agree to adequately water their respective parcels.

ARTICLE FOUR

EXTERIOR BUILDING Maintenance and Preservation

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each of the parties agree that as to the exterior of the residence that each will maintain and preserve the design, color scheme and concept of the original construction. Further, each of the parties agree that the exterior of the premises that require painting or staining will be repainted or restrained at least every five (5) years, unless otherwise mutually and unanimously agreed upon by all parties. The exterior color schemes shall be maintained in its original state unless the parties unanimously agree upon a different scheme.

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ARTICLE FIVE

Owner's Obligation to Rebuild

If all or any portion of the improvements on the real estate is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after damage occurred and such reconstruction shall be diligently pursued until completed. Each of the owners pledge that the proceeds of any casualty insurance payable to the owner or its mortgages shall be held in trust for the sole purpose of reconstructing the premises and shall be used solely for such purpose.

ARTICLE SIX

Use Restrictions

No sign of any kind shall be displayed to public view except signs advertising the property for sale or rent, subject to the provisions of Article Nine.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on the premises.

No rubbish, trash or garbage, or other waste materials shall be kept or permitted on the property except in sanitary containers located in appropriate areas concealed from public view.

Each of the owners shall provide and maintain a fire extinguisher to be kept on the premises.

No fence, hedge, wall or other dividing instrumentality (other than those constituting a part of the original construction) shall be erected or maintained on the property. No outdoor clotheslines shall be strung on the property. Radios, stereos, recorders and televisions shall be played after 10:30 p.m. and before 6:00 a.m. only at a subdued audio level that cannot disturb the adjoining owners.

The premises of each of the owners shall be occupied by not more than four (4) persons.

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**ARTICLE SEVEN
Costs of Repairs To Be
Shared By The Parties
the Lake County Recorder!**

The parties agree that the following repairs to the exterior of the premises shall be equally shared:

- A. The party wall.

**ARTICLE EIGHT
Insurance**

Each party shall hold harmless the other party from all claims or judgments arising from the use of those areas shared by the parties, unless the claims, demand or judgment is caused by the negligence of that other party. The parties will each provide public liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per incident or occurrence for bodily injury and property damage. Further, each party shall maintain all risk insurance for the full replacement cost as to the premises owned by each. Evidence of such insurance in the form of a Certificate of Insurance shall be furnished to the other party.

ARTICLE NINE

Right of First Refusal

In the event that either party shall receive from any third party a bona fide offer to purchase the real estate owned by such party and described herein at a price and on terms acceptable to such party, such party shall give written notice of such price and terms to the other party and such other party shall have ten (10)

days thereafter in which to execute a written agreement for the purchase of the real estate at such price and on such terms as contained in said bona fide offer. If the party after notification shall fail to execute such agreement within such ten (10) day period, the selling party shall thereafter be free to terms and conditions set forth in such offer and if the property is so sold to such party then all rights of the other party under this article shall forthwith terminate. If the real estate is not sold to the third party making the offer, then the right of first refusal shall revive and shall be effective as to any subsequent bona fide offer from any third party.

ARTICLE TEN

Arbitration

Except as provided in Article Eleven, any dispute, controversy, or disagreement arising out of or related to this agreement shall be resolved by the submission of same to arbitration under the rules and regulations of the American Arbitration Association. Any party to this agreement may notify the other of its desire to arbitrate, and if within ten (10) days after written notice of such desire to arbitrate is served upon the other party, or parties, the parties have not agreed upon an impartial arbitrator, either or both parties may ask the American Arbitration Association to submit a list of five (5) persons eligible to serve as arbitrators. If within ten (10) days from the receipt of such list, the parties have not agreed on a single arbitrator from such list, such arbitrator shall be appointed by the American Arbitration Association. The arbitrator's decision shall be final and binding upon all parties of such arbitration, and there shall be no appeal of said decision except as may be allowed by Indiana law. The costs of such arbitration shall specifically find that the conduct of the losing party was arbitrary and unreasonable in which event the entire cost of the arbitration may be assessed against such party.

ARTICLE ELEVEN

Equitable Belief

In the event of any violation or threatened violation by any person of any of the terms, restrictions, covenants and conditions provided herein the result of which would be to cause irreparable damage and are of an emergency nature, either of the parties, or their respective successors or assigns will have in addition to the right of arbitration provided in Article Ten the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the alleged violation will be given twenty-four (24) hours prior to commencing action to the other party or parties allegedly responsible for such violation, or threatened violation.

ARTICLE TWELVE

Party Wall Easements

The parties covenant and agree that a portion of the improvements erected on the above-described real estate constitute a common wall boundary between each unit.

The parties desire to settle all questions relating to the ownership and use of said common wall and the parties do declare said wall to be a party wall and the parties shall have the right to use it jointly. The parties do further agree as to said party wall as follows:

A. Neither party without the written consent of the other shall extend said wall or use the same in any manner that would impair the use of the same by the other adjoining owner.

B. In the event it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the expense thereof shall be borne equally by the parties.

C. Any repair or rebuilding of the wall shall be upon the same location, of the same dimensions, of the same or similar materials of equal quality as that used in the original wall.

ARTICLE THIRTEEN

Modification

This agreement and any provisions, covenant, condition or restriction contained herein may be terminated, extended, modified or amended as to the real estate set forth only with the unanimous consent of the parties in interest.

No termination, extension, modification or amendment will be effective until written instrument setting forth its terms has been executed, acknowledged and recorded in the office of the Recorder of Lake County, Indiana.

ARTICLE FOURTEEN

Notices

All notices, statements, demands, approval or other communication to be given under pursuant to this agreement will be in writing, addressed to the parties at their respective addresses provided below and will be delivered in person, or by certified or registered mail, postage prepaid or by telegram or cable, charges prepaid.

IN WITNESS WHEREOF, the parties have executed this agreement on the 30th day of March, 1990.

Gilbert A. Pagel
Gilbert Pagel

Leo A. Kasle
Leo A. Kasle

Sherry Pagel
Sherry Pagel

Alvina Kasle
Alvina Kasle

STATE OF INDIANA)
COUNTY OF LAKE)

SS:

Before me, the undersigned, a Notary Public in and for said County and State this 30th day of March, 1990, personally appeared Gilbert Pagel and Sherry Pagel and acknowledged the execution of the foregoing Agreement Creating Restrictive Covenants as their free and voluntary act.

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

My Commission Expires:
10-2-93

Paula Barrick
PAULA BARRICK, Notary Public
Resident of Lake County.

STATE OF INDIANA)
COUNTY OF LAKE)

SS:

Before me, the undersigned, a Notary Public in and for said County and State this 30th day of March, 1990, personally appeared Leo A. Kasle and Alvina Kasle and acknowledged the execution of the foregoing Agreement Creating Restrictive Covenants as their free and voluntary act.

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

My Commission Expires:
10-2-93

Paula Barrick
PAULA BARRICK, Notary Public
Resident of Lake County.