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Harvest Dr.

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

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Crown Point, Indiana

HARVEST MANOR GARDEN HOMES

Covenants, conditions and restrictions provide as follows regarding the land and real estate legally described as:

Key 13-449-3

Lot 3, Harvest Manor, as shown in Plat Book 64, Page 54, being a resubdivision of lots 7 to 10, Harvest Manor Subdivision, Unit No 1, Section No 1, in the Town of Schererville, as shown on Plat thereof, in Lake County, Indiana.

EACH WALL IS BUILT AS PART OF THE ORIGINAL CONSTRUCTION OF THE HOMES UPON THE PROPERTIES AND INTERIOR WALLS PLACED ON THE DIVIDING LINE BETWEEN UNITS 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.

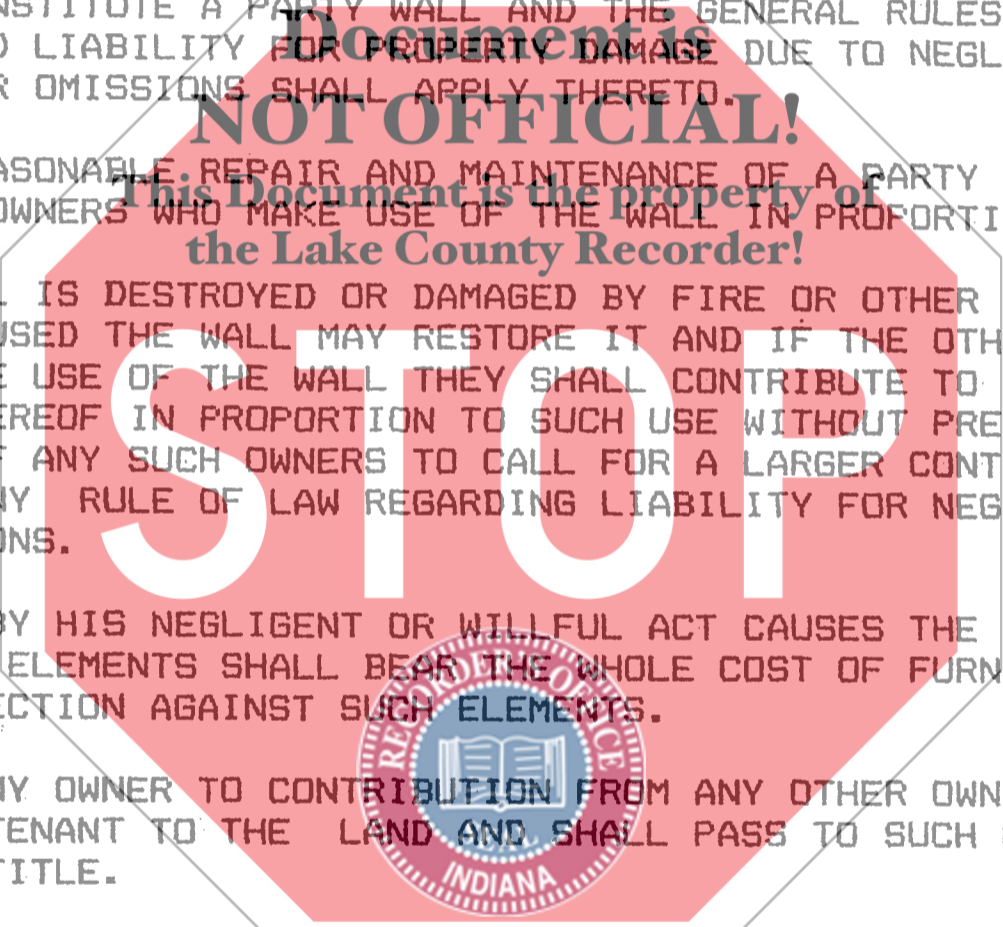
THE COST OF REASONABLE REPAIR AND MAINTENANCE OF A PARTY WALL SHALL BE SHARED BY THE OWNERS WHO MAKE USE OF THE WALL IN PROPORTION TO SUCH USE.

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.

ANY 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.

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 SHAPE AND HEIGHT, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE OWNERS OF THE OTHER UNIT OF THE BUILDING.



STATE OF INDIANA/S.S. B.  
LAKE COUNTY  
FILED FOR RECORD  
JUN 1 3 30 PM '90  
ROBERT S. RECORDS

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MAY 25 1990

Ann R. Anton  
AUDITOR LAKE COUNTY

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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 AND 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.

THE COST OF REASONABLE REPAIR AND MAINTENANCE OF THE ROOF OF THE BUILDING 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.

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 OF RESTRICTIONS HEREIN CONTAINED SHALL IN NO EVENT REDEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENTS OR COURT ORDER SHALL IN NO WISE AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

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.

RESTRICTIONS DO NOT PROVIDE FOR FORFEITURE OR REVERSION FOR VIOLATION THEREOF.

Prepared by : Pete Rottier





