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R-61097 CPECCE

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 FARTY 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 PROPORTION TO SUCH USE. the Lake County Recorder!

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 DWNER WHO BY HIS NEGLIGENT OR WILLFUL ACT CAUSES THE PARTY 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 OWNERS 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 FOR 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.

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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.

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IF ANY ROOF IS DESTROYED OR DAMAGED BY FIRE OR DIHER CASUALTY, ANY DWNER 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 PREDICE, HOWEVER, TO THE RIGHT OF AY 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 FORFETURE OR REVERSION FOR VIOLATION THEREOF.

Prepared by: Pete Rottier

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED THE 28th DAY OF APRIL, 1969, CREATING TRUST NO. 2705; AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS, AND AGREEMENTS HEREIN MADE ARE MADE AND INTEND, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY, BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST THE MERCANTILE NATIONAL BANK OF INDIANA, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED ORIMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOFCIAND BY DALISPERSONS CLAIMING BY DR THROUGH OR UNDER SAID FARTIES OF HOLDER HEREOF IN WITNESS WHEREOF, THE MERCANTILE NATIONAL BANK OF INDIANA, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY A PETTY OF AND ITS CORPORATE SEAL THO BELLEREUNTO YARD AND ATTESTED BY ITS THE DAY AND YEAR FIRST ABOVE WRITTEN.

THE DAY AND YEAR FIRST ABOVE
WRITTEN.

MERCANTILE NATIONAL BANK OF INDIANA
as Trustee aforesaid and not personally,
SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE
STATE OF ORDESAID DO HEREBY CERTIFY THAT

STATE AFORESAID, DO HEREBY CERTIFY, THAT OF THE MERCANTILE NATIONAL BANK OF INDIANA, AND OF SAID NATIONAL BANKING INSTITUTION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH AND RESPECTFULLY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID BANKING ASSOCIATION TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 19 .

COMMISSION EXPIRES:

NUTARY PUBLIC

| | THIS INSTRUMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the <u>28TH</u> day of <u>APRIL</u> 19 69, creating Trust No. <u>2705</u> ; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking representation or agreement herein contained, either expressed or implied, all such personal |
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| | liablility, it any, being hereby expressly waived and released by the parties hereto or holder hereof |
| | and by all persons claiming by or through or under said parties or holder hereof. |
| | IN WITNESS WHEREOF, said MERCANTILE NATIONAL BOOK OF TABLE AND |
| | has caused its name to be signed to these presents by a largery programme manager operation |
| | and its corporate seal to be hereunto affixed and attested by its |
| | the day and year first above written. TOFFICIAL! |
| | This Dockercantile national pant of Indiana, as Trustee Aforesaid |
| أيمزأ | T AND NOT PERSONAL IN CONTROL AFORESAID |
| ,,,, | the Lake No of the Corder! |
| | BY: taluele of Callada |
| <u>``</u> | PATRICK D. CALLAHAN, ACTING EXECUTIVE |
| | TOUGH OFFICE |
| ر الأركب مراكبة إليم | ATJEST |
| U. | CX 10 Kake |
| | Jacque (1. 1 miles |
| | TOSEPH Q. LOKER, TRUST OFFICER |
| | STATE OF INDIANA) |
| | SS: |
| | COUNTY OF LAKE 1 |
| | I, Lorraine S. Kovach Public in and for said County in the State |
| | aforesaid, DO HEREBY CERTIFY, thatPatrick D. Callahan and |
| | Loker , or the Mercantile National Bank of Indiana a National Banking Association |
| | personally known to me to be the same persons whose names are subscribed to the foregoing instrument |
| | as such Acting Evecutive Trust Officer and Trust Officer |
| | respectively, appeared before me this day in person and acknowledged that they signed and delivered the |
| | said instrument as thier own free and voluntary acts, and as the free and voluntary act of said nationa |
| | banking association, as Trustee, for the uses and purposes therein set forth; and the said Trust Officer did also then and there askes also that he are sustained as |
| | are dress their and there acknowledge that he as customian of the |
| Fr. | corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary |
| | etrof. Lid national banking association, as Trustee, for the uses and purposes therein set forth. |
| 2 | The date and purposes therein set forth. |
| | VIVEN under my hand and Notarial Seal this 25th day of April 1990 |
| | |
| | |
| | Lorraine S. Kovach NOTARY PUBLIC |
| | Lorraine S. Kovach NOTARY PUBLIC |
| / _{\L} ' | MY COMMISSION EXPIRES: 5/21/91 |
| | ENIDENT OF Lake COUNTY |
| | 然转移转数 的认识的。 |