

→ Springvale Homeowners Association
1895 Orchard Ct
Crown Point, Ind. 46307
139564

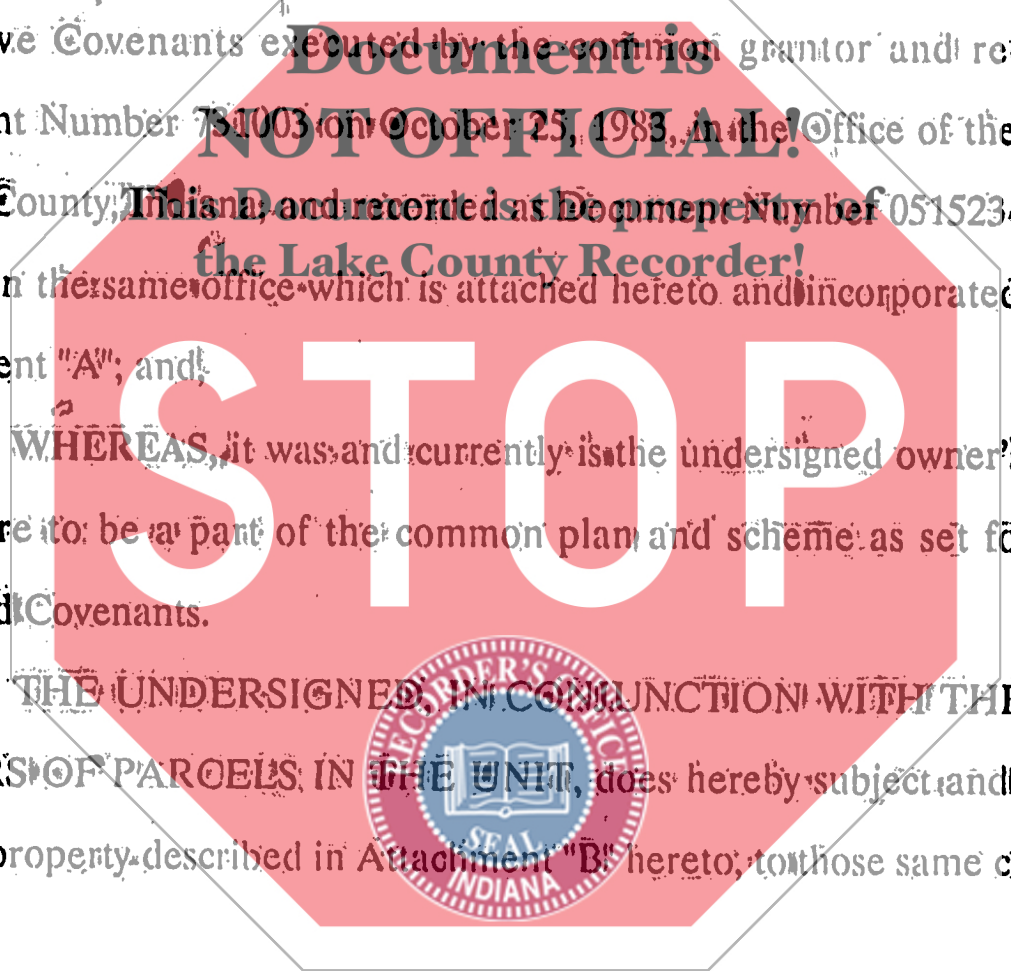
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Courts E, F, G, H, I, J, + K, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 781003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



FILED

DEC 11 1990

Ann R. Carter
RECORDER OF LAKE COUNTY

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
ROBERT J. ...
RECORDER
DEC 18 12 16 PM '90

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DECLARATION OF SPRINGVALE TOWNHOMES COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, dated this 25th day of October, 1983, made by ALDON BUILDERS, INC., an Indiana Corporation (hereinafter referred to as "Developer" and/or "Declarant"), having its principal office at 2301 Cline Avenue, Shererville, Indiana 46375.

WITNESSETH

WHEREAS, Developer is the owner of the real property ("Property") described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer desires to create on the Property a residential community ("Community") with permanent roadways, with appurtenant parkways, and general parking areas, and to reserve the right to provide recreational facilities and other common areas ("Community Facilities") for the benefit of the Community (as described in Exhibit "B"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Community and for the enhancement, maintenance and orderly use of the Community; and, to this end, desires to subject the Property and the respective owners of the covenants, restrictions, terms and conditions hereinafter set forth, each and all of which is and are for the benefit of the Property; and

WHEREAS, Developer deems it desirable for the preservation of the Community to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing various covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter set forth, to be known as the Springvale Townhomes Association for the purpose of exercising the functions aforesaid;

WHEREAS, the developer intends and hereby acknowledges that a certain declaration made on June 28, 1983 and filed August 31, 1983, under Document 723475, ineffective, void and of no significance.

NOW THEREFORE, the Developer declares that all of the property described in exhibit "A" shall be held, transferred, sold, conveyed, occupied and dedicated subject to the covenants, conditions, restrictions, easements, undertakings, agreements, changes, liens and rules of the Springvale Townhomes Association, as provided herein and as may be later amended as hereinafter set forth.

ARTICLE I

DEFINITIONS

1.01 Definitions. The following terms, unless the context requires otherwise, shall have the following meaning when used in this Declaration:

A. "Declaration" shall mean this instrument the code of By-Laws, and shall include such amendments, if any, to this instrument as may from time to time be adopted as permitted by the term hereof.

B. "Developer" or "Declarant" shall mean Aldon Builders, Inc., provided however, that Developer or Declarant may act hereunder by and through its beneficiaries, its successors and assigns and on behalf of all persons seeking to acquire any interest hereof.

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C. "Property" shall mean the real estate described in Exhibit "A" hereto, which is by this reference incorporated herein and made a part hereof.

D. "Association" shall mean Springvale Townhomes an Indiana Association and its successors and assigns.

E. "Community Facilities" or "Common Areas" shall mean those areas or parts of the Property not comprising the feeholder lots as described and depicted in Exhibit "B", said common area will be owned by the Association for the common use and benefit of the members of the Association, subject to and in accordance with the provisions hereof, including but not limited to (i) all portions of the Property conveyed to the Association pursuant to Article 4.01 hereof, (ii) all easements, rights held by the Association and all facilities and equipment located therein and thereon; and (iii) any structures or improvements constructed or placed upon any part of the Community Facilities. All personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, or for the maintenance and management of any part of the Property in accordance with the provisions of this Declaration and the By-Laws, shall be deemed to be Community Facilities insofar as the same is to be used or disposed of for the benefit of Owners.

F. "Unit" or "Dwelling Unit" shall mean a residential housing area within a Building which, as originally constructed is the property and designed for use exclusively as living quarters for one family. Typically, referred to as Lot #, Unit #, followed with the street address.

G. "Building" shall mean a structure, located on the Property, containing four Dwelling Units.

H. "Parcel" shall mean and refer to any property which (i) has been conveyed by Developer to a grantee other than the Association, and (ii) which Developer has neither designated nor conveyed to the Association for use as a Community Facility.

I. "Owner", "Unit Owner" or "Parcel Owner" shall mean and refer to a record owner, whether one or more persons or entities, and including the Developer, of a fee simple title to any Unit or Parcel, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation.

J. "Member" shall mean and refer to every person or entity who holds membership in the Association.

K. "Board" shall mean and refer to the Board of directors of the Association as constituted at any time or from time to time.

L. "Occupant" shall mean a person or persons who from time to time occupy a Unit.

M. "Occupant Expense" shall mean all sums incurred, expended or proposed to be expended for the purpose of carrying out, protecting, performing or implementing the required or permitted activities of the Board or Association hereunder or which are for the benefit of Owners.

N. "Proportionate Share" shall mean that amount of the Common Expense as bears the same ratio to the total amount of Common Expenses, as the number of Units owned by an owner bears to all Units existing, subjected to the provisions hereof, at the time or times each respective determination (of Proportionate Share) is made. A parcel which is vacant or which is being improved with one or more uncompleted units shall be deemed



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to be the Unit for purposes of calculating Proportionate Share.

ARTICLE II

REAL ESTATE AFFECTED

2.01 Property. The property described in Exhibit "A" all times hereafter, shall be held, transferred, sold, conveyed, used and occupied subject to and in accordance with the terms provisions and conditions contained in the Declaration.

2.02 Applicability of Declaration. Upon subjec- tion of the Property to the terms, provisions and condi- tions of this Declaration all action theretofore taken hereunder by the Board and the Association shall be binding upon and inure to the benefit of the Parcels and Unit Owners.

However, the Owners of such Property shall not be responsible for any portion of the expenditures made by the Board or Association prior to the date such property is subjected to this Declaration.

2.03 Sub-Declarations and Agreement. The Board, the Association and individual Owners may from time to time hereafter make further Declarations and enter into further agreements affecting one or more Parcels or Units on the Property, including but not limited to condominium declarations, maintenance and cross easement agreements and homeowner or building owner declarations or agreements. To the extent the provisions of any such agreement or declaration shall conflict with the terms, provisions and conditions hereof, except Article V, then this Declaration shall govern. To the extent the provisions of any such agreement shall conflict with the terms, provisions and conditions of Article V hereof, then such other agreement shall govern.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Unit or of any Parcel improved with one or more Units or of an unim- proved Parcel shall have a membership in the Association. A Parcel shall be conclusively deemed to be unimproved until the issuance of a certificate of occupancy for the Unit of Units constructed thereon. Membership in the Association is appurtenant to and shall not be separated from ownership of a Parcel or Unit, and each Owner shall by ownership of a Parcel or Unit, or by accepting a conveyance of the same, be a Member of the Association, and thereby succeed to the rights and become subject to the obligations of a Member of the Association, whether or not reference is made thereto in the instrument of conveyance or any other document of ownership.

3.02 Classes of Membership. The Association shall have one class of membership, distinguishable as follows:

Class A. Class A members shall include all Owners and each such Class A member shall be entitled to one vote for each Unit owned by such member or group of members. Developer shall be deemed to be a Class A member with respect to each unit and each unimproved parcel owned by Developer.

3.03 Multiple and Entity Ownership and Block Voting. If any Parcel or Unit shall be owned by more than one person, then such Owners shall confirm in writing to the Association the name of the person who shall be entitled to vote on behalf of such joint Owners and the membership represented thereby in accordance with

1 the provisions of Section 2.04 hereof, the voting rights
2 of an Owner which is: (a) a corporation, shall be exer-
3 cisable by its chief executive officer; (b) a corporate
4 trustee, shall be exercisable by its beneficiary; and (c)
5 an individual trustee, shall be exercisable by such
6 Trustee.

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11 ARTICLE IV

12 OWNERSHIP, USE, MAINTENANCE AND EASEMENTS

13 PERTAINING TO COMMUNITY FACILITIES

14 4.01 Conveyance of Community Facilities. Develop-
15 er shall convey to the Association that portion of the
16 Property described in Exhibit "A" attached hereto and by
17 this reference made a part hereof, to be used as a
18 Community Facility for streets, parkway, sewer, and
19 utility conduits and drainage, and such other purposes as
20 may be designated by the Association.

21 4.02 Easement Privileges. Developer hereby
22 reserves the following rights with respect to all
23 portions of the Property which rights shall survive the
24 conveyance of every Parcel and Community Facility,
25 whether or not such rights are expressly reserved in the
26 instrument of conveyance:

27 **NOT OFFICIAL!**
28 This Document is the property of
29 (a) To grant to any public or private
30 utility having a certificate of territorial authority,
31 any governmental authority, the Association or any other
32 entity providing such services, the right to install and
33 maintain facilities and equipment to provide utility
34 services (including but not limited to electric, gas,
35 water, sanitary and storm sewer, and telephone services)
36 for the benefit of all or any portion of the Property or
37 the public at large;

38 (b) To reserve or grant for the benefit of
39 any other portion of the Property easements for drainage
40 purposes and storm sewer purposes, and such easement
41 rights may include the right to tap into and use all
42 pipes and other conduits, pumping facilities and equip-
43 ment on the Property utilized in connection with the
44 disposal of surface water and sewage, which are owned by
45 the Association or which constitute Community Facilities;

46 (c) To modify, relocate and expand the
47 foregoing easement rights, including but not limited to
48 the provision of rights and restrictions reasonably
49 calculated to preserve, maintain and facilitate the use
50 of any such easement for its intended purpose;

51 (d) However, no such easement shall be
52 located in any location which shall unreasonably impair
53 the use of any Unit by its Owner as a dwelling.

54 4.03 Easement Equipment. All pipes, cables, poles,
55 and equipment installed in or as part of an easement for
56 any of the purposes set forth in Article 4.02 above shall
57 be a part of the Community Facilities, constituting the
58 property of the Association, unless the same are owned by
59 a utility company, governmental authority or unless
60 Developer or any other person shall reserve any title or
61 rights therein.

62 4.04 Other Facilities. The Association shall have
63 the right to install and operate upon the Community
64 Facilities (to the extent permissible under applicable
65 law) recreational and other facilities incidental to the
66 residential nature of the community and primarily for the
67 benefit of the owners and occupants. Fees and charges
68 may be imposed for the use of such facilities, provided
69 that such facilities shall be maintained solely for the
70 benefit of the Owners, occupants and their guests, and
71 the fees and charges herein permitted shall be limited to
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the amounts necessary to pay for the cost of operation and replacement thereof.

4.05 Use of the Community Facilities. Subject to the provisions of Article 4.04 and 4.07 hereof, each Owner shall have the right to the use and benefit of all Community Facilities in connection with the use, possession, occupancy or enjoyment of the respective Parcels and Units owned by such owner. Such rights shall extend to the owners, occupants, guests and other authorized invitees of the owners, Occupants and the Association, and shall be appurtenant to and pass with the title of every Parcel and Unit; provided that such rights shall be subject to and governed by the provisions of this Declaration and the By-Laws, rules and regulations of the Board, of the Association acting through the Board. The Association shall have the right of ingress to and egress from, under, along, over and upon the community Facilities for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of any of the Community Facilities.

4.06 Maintenance and Common Expenses. Except as otherwise provided in Article 6.04 and Section 6.106 hereof, and except to the extent the same is assumed by any person pursuant to a grant of rights or otherwise, the ownership, management, maintenance which includes snow removal, upkeep of common areas, upkeep of street lights, disposal of refuse, operation and improvement of the Community Facilities shall be at the cost and expense of the Association. Expenses in connection therewith shall be Common Expenses.

4.07 Suspension of Privileges. The rights to the use of Community Facilities and the easements created hereunder shall be subject to suspension, with respect to any Owner or occupant, for any period during which any assessment of the Association shall remain unpaid for the Parcel or Unit owned or occupied by such person, or for any period which the Board shall determine as a result of any default in or infraction of the terms, conditions, undertakings or obligations of this declaration, the By-Laws of the Association, or pursuant to specific action of the Board or Association. No policy or action in any specific case shall limit the powers of enforcement of the board and Association in other cases, and the Board may in its discretion seek injunctive or other legal or equitable relief to enforce its determination to suspend privileges.

4.08 No Dedication. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Facilities to or for any public use or purpose whatsoever except and only to the extent specifically set forth herein. At any time and from time to time, the board and the Developer may jointly make application to dedicate any portion of the community Facilities for public use and to subdivide any portion of the Property, both before and after the conveyance of the same, without further consent or action of the Owners, and at such time that Developer is no longer the owner of any portion of the Property, the Board alone may exercise such prerogative. The right to make such application shall include the right to execute such documents, incur such expenses as Common Expenses and take such further and other action as shall be necessary to consummate any such dedication.

4.09 Prior Rights. Notwithstanding anything herein to the contrary, the rights and easements created hereunder shall be subject to easements, covenants, conditions and restrictions of record which may be prior to the provisions hereof.

ARTICLE V

PARTY WALLS

5.01 Party Wall Rights and Restrictions. Subject to any other or additional provisions contained in any Declaration or agreements permitted under Article 2.04 hereof, each wall which is built as part of the original construction of a Building and placed on the property line of a Parcel shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. In the event, and to the extent that the center of any wall between Units or Parcels shall encroach into or onto the adjacent Unit or parcel, the Owner utilizing said party wall shall have a perpetual exclusive easement appurtenant to his Unit or Parcel on and over such adjoining Parcel or Unit for the maintenance, repair and restoration of such wall and his Unit to the extent that the same shall occupy such adjoining Parcel or Unit; and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repairs 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, the Owner who has shared the wall may restore it, and if the other Owner thereafter makes 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 owner to call for a larger contribution from the other under any rule of law regarding the Lake County Recorder or willful acts or omissions. Notwithstanding any other provisions of this Declaration, and owner who by his negligence or willful act, or the negligence or willful act of his occupant 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 under this Declaration shall be appurtenant to the land and shall pass to such owner's successors in title.

5.02 Easements in Party Walls. Easements are also hereby declared and granted to owners having a common wall to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components through the common walls of two or more Units or Buildings, whether or not such walls lie in all or in part within the boundaries of a Parcel or Unit.

SEAL OF INDIANA
CODE OF BY-LAWS

OF

SPRINGVALE TOWNHOMES ASSOCIATION

SECTION I

Identification and Applicability

Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to Article I of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

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11.02 Individual Application. All of the Owners, future Owners, tenants, future tenants, and their guests and invites, or any other person that might use or occupy a Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act, and to any rules and regulations adopted by the Board as herein provided.

SECTION I I

ADMINISTRATION

2.01 Board. The direction and administration of the Community Facilities shall be vested in the Board, until the first meeting of Voting Members held pursuant to Section 2.05 the initial board shall consist of three (3) persons, who shall be appointed by the Developer. Until such a first meeting of Voting Members, Developer shall have the right to appoint other persons to serve in the place of any Board member who shall consist of nine (9) persons, who shall be elected by the Voting Members, and such persons and their successors shall serve until the third annual meeting following their election or until their successors have been qualified provided, however, that of the persons elected to the Board at the first meeting of the Voting Members, three shall be elected for terms of two years and three shall be elected for terms of one year each. The provisions of Article III, IV, and Sections II, and III shall constitute the initial and basic By-Laws of the Board and Association. After the first annual meeting of Voting Members, each member of the Board shall be an Owner provided, however, that, in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2.02 Determination of Board to be Binding. Notwithstanding that the words Board and Association may in some instances be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between owners or with respect to interpretation or application of the provisions of the Declaration or the By-Laws shall be determined by the Board, which determination shall be final and binding on the Association and on all Owners.

2.03 Operation of the Board.

A. Meetings of the Board. An Annual Meeting of the Board shall be held immediately following each Annual Meeting of the Voting Members and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Board member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting (in which event unanimous consent of all Board members shall be required). A majority of the Board shall constitute a quorum, and determinations of the Board shall be binding upon the affirmative vote of a majority of those members of the Board present at any meeting at which a quorum is in attendance (or by unanimous consent, as above stated).

B. Compensation of Board Members. No compensation shall be paid to Board members for services in such capacity, unless Voting Members having three-fourths (3/4) of the total votes shall approve such compensation.

C. Election of Officers by Board. At each annual meeting of the Board, the Board shall elect from among its members or Members of the Association a

1 President who shall preside over its meetings and those
2 of the Voting Members, a Secretary who shall keep the
3 minutes of all meetings of the board and of the voting
4 Members and who shall, in general, perform all the duties
5 incident to the Office of Secretary, and a Treasurer to
6 keep the financial records and books of account. The
7 Board may by resolution create additional offices and
8 elect appointees thereto, may create committees and make
9 appointments thereto and may at any time make appoint-
10 ments to fill a vacancy in any office. All officers shall
11 serve until the next annual meeting of the Board or until
12 their successors are elected and qualified.

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14 D. Compensation of Officers. No compen-
15 sation shall be paid to an officer for services in such
16 capacity, unless Voting Members having three-fourths
17 (3/4) of the total vote shall approve such compensation.

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19 E. Removal from Office. Any Board Member
20 may be removed from office by affirmative vote of the
21 Voting Members having at least three-fourths (3/4) of the
22 total votes, at any Special Meeting called for such pur-
23 pose. Any officer may be removed from office by the
24 affirmative vote of a majority of the members of the
25 Board at a Special Meeting of the Board called for such
26 purpose.

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28 2.04 Voting Rights of Members. There shall be one
29 (1) person with respect to each Parcel or Unit ownership
30 who shall be entitled to exercise the voting rights
31 attributable to such Parcel or Unit at any meeting of the
32 Owners, subject to Dilock voting arrangements referred to
33 in Article 3.03 of the Declaration. Such person shall
34 be known (and is herein referred to) as a Voting Member.
35 Such Voting Member may be the Owner or one of the group
36 composed of all Owners, or may be a person designated by
37 such Owner or Owners to act as proxy on his or their
38 behalf and who need not be an owner. Such proxy desig-
39 nation shall be made in writing to the Board and may be
40 changed at any time by actual notice to the Board of the
41 death or judicially declared incompetence of any designee
42 or by written notice to the Board by the owner or Owners
43 from time to time of any Unit or Parcel covered by such
44 proxy. Any or all of such Owners may be present at any
45 meeting of the voting Members and may vote or take any
46 other action as a Voting Member either in person or by
47 proxy. The Developer (or its nominee or designee) may
48 exercise the voting rights with respect to each Parcel
49 and Unit owned by the Developer.

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51 2.05 Annual Meeting of voting Members. the first
52 Annual Meeting of the Voting Members may be held upon not
53 less than ten (10) days written notice given by the
54 Developer at any time, and shall be held within a reason-
55 able time after all Class B membership in the Association
56 shall have terminated. Thereafter, there shall be an
57 Annual Meeting of the Voting Members on the first Tuesday
58 of April of each succeeding year, at 7:30 o'clock P.M. on
59 the Property, or at such other reasonable place or time
60 (not more than thirty (30) days before or after such
61 date), as may be designated by written notice of the
62 Board delivered to the Voting Members not less than
63 fifteen (15) days prior to the date fixed for said meet-
64 ing. At each Annual Meeting of Voting Members, the
65 Voting Members shall, by a majority of the total votes
66 present at any such meeting, elect the Board members for
67 the following year, and transact such further or other
68 business as shall properly be brought before the meeting.

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70 2.06 Special Meetings of Voting Members. After
71 the initial Annual Meeting of voting Members, Special
72 Meetings of the Voting Members may be called at any time
73 for the purpose of considering matters which, by the
74 terms of this Declaration, require the approval of all or
75 some of the voting Members, or for any other reasonable
76 purpose. Said meetings shall be called by written notice
77 (unless waived in writing), authorized by a majority of
78 the Board, or by the voting Members having one-fourth

(1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

2.07 Notice of Meetings of Voting Members.

Notices of meetings required to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit or Parcel with respect to which the voting right appertains, if no such address has been given to the Board.

2.08 Quorum: Procedure.

The presence at any meeting of the Voting Members having ten (10%) per cent of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the voting Members having a majority of the total present at such meeting. Any Voting Members in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting (in which event unanimous consent of all Voting Members shall be required).

2.09 General Powers of the Board.

Without limiting the general powers which may be provided by law, the Declaration and these By-Laws, the Board shall have the following general powers and duties:

- A. To elect the officers of the Association as hereinabove provided;
- B. To administer the affairs of the Association and the Community Facilities;
- C. To engage the services of a manager or managing agent who shall manage and operate the Community Facilities for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- D. To formulate policies for the administration, management, use and operation of the Community Facilities, and to provide for the implementation thereof;
- E. To adopt administrative rules and regulations governing the administration, management, operation and use of the Community Facilities, and to provide for the enforcement thereof, and to amend such rules and regulations from time to time;
- F. To provide for the maintenance, repair and replacement of the Community Facilities and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- G. To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Community Facilities, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel employed by the managing agent);
- H. To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective Proportionate Shares thereof, as hereinafter provided;
- I. To comply with the instructions of the Voting Members, as expressed in any resolution adopted by an affirmative vote of majority of the total votes held by all Voting Members (unless a greater plurality is required with respect to any issue or matter, as elsewhere herein specified);
- J. To manage and to make determinations with respect to the Community Facilities;
- K. To exercise all other powers and duties of the Board referred to in the Declaration of these By-



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Laws, and to perform all acts necessary to implement the foregoing.

2.10 Specific Powers of the Board. The Board shall acquire and shall have the power to purchase, contract for and pay for the following within the general powers hereinbefore granted, and which are herein listed for the purposes of illustration and not for the purposes of limitation.

A. Utility Service for Community Facilities. Water, waste removal, electricity, telephone, heat, power and other necessary utility service if not separately metered or charged to the parcels or units.

B. Casualty Insurance: Insurance against loss or damage against fire and such other hazards as the Board shall deem necessary to insure for such improvements constituting Community Facilities and such personal property owned by the Association as the board shall desire to insure.

C. Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable (but not less than \$500,000 for any one person injured, \$1,000,000 for any one occurrence and \$100,000 for property damage), and other liability insurance as it may deem desirable, insuring each owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent, if any, and their respective beneficiaries, employees and agents (to the extent that any or all of the same are, in the determination of the Board, properly named as insureds), from liability in connection with the ownership and/or use of the community facilities, and insuring the officers of the Association and members of the Board from liability for good faith actions, whether within or beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.

D. Workmen's Compensation: Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Community Facilities, the services of any person or persons required for maintenance or operation of the Community Facilities, and legal, accounting and other professional services necessary or proper in the operation of the Community Facilities or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

F. Care of Community Facilities: Landscaping, gardening, snow removal, painting, stripping, cleaning, maintenance, repair and replacement of the Community Facilities and such equipment used in connection therewith as the Board shall determine to be necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Community Facilities; and all real estate taxes and other impositions upon the Community Facilities.

G. Additional Expenses: Any other materials, equipment, supplies, furniture, labor, services, maintenance, repairs, structural alterations or additions, insurance or assessments which the Board is required to or may secure or pay for pursuant to the terms of this Declaration or By-Law or which in its opinion shall be necessary or proper for the maintenance and operation of the Community Facilities or for the enforcement of implementation of any of the terms and provisions of this Declaration.

H. Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute

1 a lien against the Community Facilities or any part
2 thereof (rather than merely against the interests therein
3 of particular Owners); it being understood, however, that
4 the foregoing authority shall not be in limitation of any
5 other lawful action relating to the same subject matter.
6 Where one or more Owners are responsible for the exist-
7 ence of such lien, they shall be jointly and severally
8 liable for the costs of discharging it, and any costs
9 incurred by the Board by reason of discharging said liens
10 or other wise in relation thereto shall be specially
11 assessed to and paid by said Owners.

12 I. Maintenance of buildings: Maintenance
13 and repair of or other work to any Building, Unit, or
14 Parcel which is necessary in the discretion of the Board
15 to protect the Community Facilities or the appearance of
16 the Property or any Phase, or to carry out any of the
17 purposes encompassed by this Declaration, and which the
18 Owner or Owners of a building, Parcel or Unit have failed
19 or refused to perform within a reasonable time after
20 written notice delivered by the Board to said Owner or
21 Owners. The Board shall levy a special assessment
22 against such owner for the cost of said maintenance,
23 repair or other work. The Board or its agents may enter
24 any Unit or upon any Parcel when necessary in connection
25 with any maintenance or construction for which the
26 Association is responsible. Such entry shall be made
27 with as little inconvenience to the Owners and Occupants
28 as practicable and any damage caused thereby shall be
29 repaired by the Board at the expense of the maintenance
30 fund. This document is the property of
31 the Lake County Recorder
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J. Certain Utility Services to Parcels:
The Board may pay from the maintenance fund water taxes,
waste removal and any utilities which are not separately
metered or otherwise directly charged to individual
Owners. However, the Board may discontinue such payments
at any time, in which case each Owner shall be respons-
ible for direct payment of his share of such expenses as
determined by the Board. The Board reserves the right to
levy additional assessments against any owner to reim-
bursed for excessive use by such owner of any utility
service, the expense of which is charged to the mainten-
ance fund.

The Board's powers hereinabove enumerated shall be
limited in that the Board shall have no authority to
acquire or pay for out of the maintenance fund during any
one calendar year, any equipment, capital additions or
improvements (other than for purposes of replacing or
restoring portions of the Community Facilities, subject
to all the provisions of this Declaration) having a total
cost in excess of Five Thousand Dollars (\$5,000), without
in each case the prior approval of the Voting Members
holding three-fourths (3/4) of the total votes, except
that the Board shall be entitled to make expenditures in
excess of said amount, if (a) the same are approved at an
annual meeting of Voting Members by a majority of the
total votes represented at said meeting, or (b) are
expended to alleviate or eliminate a situation which in
the discretion of the Board constitutes an emergency.

K. Fidelity Bonds: The Owners Association
shall purchase blanket Fidelity Bonds for anyone who
either handles or is responsible for funds held or admin-
istered by the Owners Association whether or not they
receive compensation for their services. The Fidelity
Bonds shall name the Association as the obligee and
premiums shall be paid as a common expense.

2. Vouchers. All vouchers for payment of ex-
penditures by the Board shall be signed by such officer
or officers, agent or agents of the Board and in such

manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Association.

SECTION III

ASSESSMENTS -- MAINTENANCE FUND

3.01 A. Common Expenses - Estimate. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, equipment, improvements, additions, insurance, services and supplies which will be required or incurred during the ensuing calendar year for the performance of all services and other undertakings required or permitted herein and to be charged as Common Expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each owner in writing as to the amount of such estimate, with reasonable itemization of the categories or composition thereof. Each Owner shall be assessed for a Proportionate Share of said estimated case requirement. On or before January 15 of each year, and first day of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one twelfth (1/12) of such Owner's assessment made pursuant to this Section. On or before the date of the Annual Meeting, the Board shall supply to all owners an itemized accounting of all expenditures for Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Each Owner then responsible for assessments hereunder shall be credited with his Proportionate Share of any amount accumulated in excess of the amount required for actual costs, expenses and reserves pro tanto against the next monthly installments due from such Owner under the current year's estimate, until exhausted, and a Proportionate Share of any net shortage shall be added to and apportioned over the installments due from such Owner in the succeeding six (6) months after rendering of the accounting.

B. Special Assessments to particular Owners. Special assessments made against particular owners as permitted in Paragraphs 2.09 H, I and K, 3.02, or any other provisions hereof, shall be due and payable within 20 days after notice by the Board to an Owner, specifying the amount and nature thereof. The Board shall have all rights and remedies with respect to non-payment and collection of any such special assessment as is provided herein for assessments for Common Expenses.

3.02 Reserve for Contingencies and Replacements. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If the annual estimated cash requirement proves inadequate for any reason, including but not limited to nonpayment of any owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners in Proportionate Shares. The Board shall serve notice of such further assessment on all Owners responsible therefore by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount. At the time of the conveyance, by a contractor or any other person who may erect Buildings upon the Property for sale, of a Unit of a Parcel containing a building, the Owner who purchases the same shall pay (in

1 addition to the first monthly assessment) to the Associ-
2 ation, or as otherwise directed by the Board, an amount
3 equal to three (3) times the actual or estimated first
4 full monthly assessment for each Unit contained in the
5 property as conveyed, which amount shall be used and
6 applied as an operating reserve for Common Expenses in
7 the manner herein provided; together with unamortized
8 insurance premiums and prepaid expenses which constitute
9 a Common Expense. If any parcel is conveyed in an
10 unimproved state, the reserve payments required herein
11 shall be due and payable when any building erected
12 thereon is occupied in whole or in part.

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14 3.03 Budget for First Year. When the first Board
15 elected hereunder takes office, it shall determine the
16 estimated Common Expenses, as hereinabove defined, for
17 the period commencing thirty (30) days after said elec-
18 tion and ending on December 31 of the calendar year in
19 which said election occurs. Assessments shall be levied
20 against the responsible Owners during said period as
21 provided in Section 3.01. Nothing herein shall limit the
22 authority of any board serving prior to the first annual
23 meeting for voting Members to prepare budgets and require
24 assessments, and to exercise all of the other rights and
25 prerogatives of the Association and the Board hereunder.

26
27 3.04 Failure to Prepare Annual Budget. The
28 failure or delay of the Board to prepare or serve the
29 annual or adjusted estimate on an Owner shall not
30 constitute a waiver or release in any manner of such
31 Owner's obligation to pay any sums herein provided
32 whenever the same shall be due and payable, or whenever
33 served; and in the absence of any annual estimate or
34 adjusted estimate, the Owner shall continue to pay the
35 monthly assessment at the then pendant monthly rate.

36
37 3.05 Books and Records. The Association shall
38 maintain or cause to be maintained full and correct books
39 of account in chronological order of the receipts and
40 expenditures. Such records and the vouchers authorizing
41 the payment shall be available for inspection by any
42 Owner or any representative of an Owner duly authorized
43 in writing, at such reasonable time or times during
44 normal business hours as may be requested by the Owner.
45 Upon ten (10) days notice to the board and payment of a
46 reasonable fee, any Owner shall be furnished a current
47 statement of his account, setting forth the amount of any
48 unpaid assessments or other charges due and owing from
49 such Owner, to the extent the same is then determined.

50
51 3.06 Status of Collected Funds. All funds
52 collected hereunder shall be held and expended for the
53 purposes designated herein, and shall be deemed to be
54 held for the benefit, use and account of all the Owners
55 in their respective Proportionate Shares, except to the
56 extent special assessments are collected for and are to
57 be applied against specific expenditures or obligations
58 and except for such adjustments as may be required to
59 reflect delinquent or prepaid assessments.

60
61 3.07 Obligations and Rights upon Transfer. Each
62 assessment against a Unit estate shall be the personal
63 obligation of the person who owned the Unit at the time
64 the assessment became due, and shall not pass to succes-
65 sors in title unless they agreed to assume the obli-
66 gation. In the event a transferee agrees to assume the
67 obligation, said transferee shall be jointly and
68 severally liable with the transferor for all unpaid
69 assessments with respect to the transferred Unit or
70 Parcel, without prejudice to the transferee's right to
71 recover from the transferor the amounts paid by the
72 transferee therefore. However, any such transferee shall
73 be entitled to a statement from the Board or the acting
74 manager retained by the Association setting forth the
75 amount of the unpaid assessments due from the transferor;
76 and anything herein contained to the contrary not with-
77 standing, the transferee shall not be liable for nor
78 shall the Unit or Parcel conveyed be subject to a lien

1 for, any assessments which became due and payable prior
2 to the date of the statement, in excess of the amount
3 therein set forth. Upon the transfer of a Unit, unless
4 there is an agreement to the contrary approved by the
5 Board, any reserves or other funds of the transferor held
6 by or subject to the control of the Association shall be
7 deemed transferred to the transferee of the Unit or
8 Parcel.

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11 3.08 Remedies for Failure to Pay Assessments. If
12 an Owner is in default in the payment of any charges or
13 assessments required hereunder for thirty (30) days after
14 the same are due and payable, the Board may bring suit
15 for and on behalf of itself (or the Association) and as
16 representative of all owners, to enforce collection
17 thereof against such Owner personally, and may in addi-
18 tion thereto or in the alternative as it elects, bring
19 suit to foreclose the lien therefore as hereinafter
20 provided; and there shall be added to the amount due
21 additional charges for the costs of said suit, together
22 with interest at the legal rate (or at the rate of 8% per
23 annum, if no legal rate applies) from the date due to the
24 date of payment, plus reasonable attorneys' fees. The
25 amount of any delinquent and unpaid assessments and
26 charges, for interest, costs and fees as above provided,
27 shall be and become a lien or charge against the Parcel
28 or Unit of the Owner involved when payable, and may be
29 foreclosed by an action brought in the name of the Board
30 or Association as in the case of foreclosure of liens
31 against real estate. Unless otherwise provided in this
32 Declaration, the members of the Board and their succes-
33 sors in office, acting on behalf of the Association,
34 shall have the power to bid in the interest so foreclosed
35 at foreclosure sale, and to acquire and hold, lease,
36 mortgage and convey the same. Said lien shall take
37 effect, and be in force thirty (30) days after an assess-
38 ment is delinquent, but shall not be binding upon nor
39 affect third persons unless and until a notice thereof is
40 recorded with the Recorder of Deeds; provided, however,
41 that encumbrances owned or held by any bank, insurance
42 company, savings and loan association, or any other
43 person providing purchase money financing, shall be prior
44 to the lien of the Association hereunder, except for the
45 lien of assessments on the encumbered Parcel or Unit
46 which become due and payable subsequent to the date said
47 encumbrancer either takes possession of the Parcel or
48 Unit, accepts a conveyance of any interest therein, or
49 has a receiver appointed in a suit to foreclose his lien.
50 Any encumbrancer may, from time to time, request in
51 writing a written statement from the Board setting forth
52 unpaid assessments and charges with respect to the Parcel
53 or Unit covered by his encumbrance, and, unless the
54 request shall be complied with within twenty (20) days
55 after receipt thereof, all unpaid assessments and charges
56 which become due prior to the date of making such request
57 shall be subordinate to the lien of such encumbrance.
58 Any encumbrancer holding a lien on a Parcel or Unit may
59 pay any unpaid assessments and charges payable with
60 respect to such Parcel or Unit, any may, if permitted by
61 the terms and provisions of his encumbrance, have a lien
62 on such Parcel or Unit, for the amounts paid at the same
63 rank as the lien of his encumbrance.

64
65 3.09 Amendments. Except for such amendments as
66 may be required to conform any provision of this Decla-
67 ration to the requirements of law, all amendments to this
68 Section III shall only be effective upon majority written
69 consent of the Owners. No Owner may waive or otherwise
70 escape liability for the assessments provided for herein
71 by non-use of the Community Facilities or abandonment of
72 his Parcel or Unit.
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SECTION IV

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

4.01 Use. The Parcels, Units and Buildings and Community Facilities shall be used and occupied as follows:

A. Residential Purposes: No part of the Property shall be used for other than housing and other related common purposes, except Community Facilities and concession areas erected or installed primarily for the convenience, recreation or service of Owners and Occupants. Each Dwelling Unit or any two or more adjoining Dwelling Units used together shall be used as residence for a single family or for such other user permitted by this Declaration and for no other purpose.

B. Architectural Controls. No Building, fence, wall or other improvements shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alteration, until the construction plans and specifications showing the nature, kind, shape, height and materials, color scheme, location and lot and approximate cost of such Building or other improvement, and the grading plan and landscape plan of the Parcel to be built upon shall have been submitted to and approved in writing by the Board. The Board shall, in its sole discretion, have the right to refuse to approve any such construction plans, landscape plan or landscape plan, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, shall have the right to take into consideration the suitability of the proposed Building or other improvement with the surroundings, and the effect of the Building or other improvement on the outlook from adjacent or neighboring parcels, and the ratio between the size of the Parcel and the proposed Building.

C. Zoning and Restrictions. Each Owner shall faithfully comply with and observe the restrictions and requirements of each planned unit development ordinance and other zoning ordinances, including any amendments and modifications thereof now or hereafter existing which affect his Parcel or Parcels, and no Owner shall permit any other person to violate the same in connection with his Parcel or Parcels. Such restrictions include but are not restricted to the location of Buildings and the maintenance of open areas of "green areas". Each Owner hereby irrevocably authorizes Developer, on his behalf, to apply for and consent to any modification of any applicable planned unit development ordinance for so long as Developer is the Class B Member of the Association, and thereafter the Board shall have the right. Each Owner shall also faithfully comply with and observe any restriction or requirement affecting his Parcel or Parcels which may be incorporated by Developer in a declaration (while Developer is the title-holder thereof), deed or agreement with the Owner which is either filed for record with the Recorder of Deeds, or of which Owner shall have notice or knowledge.

D. Decorating Schemes. Each Building shall have a uniform and coordinated exterior decorating scheme, and each Parcel shall have a coordinated and slightly landscaping scheme. Any substantial deviation from the original exterior decoration and landscaping provided by Developer or approved by Developer or the Board shall require the written approval of the Board. Awnings, canopies, exterior shutters and other similar decor may not be added without such consent.

E. Painting and Repairs. If any Building containing more than one individually owned Unit shall be in substantial need of exterior repairs, or interior painting and repairs in any portion of the Building constituting a common area for Owners of more than one Unit, the Board shall have the right to order the necessary work done, and each Owner affected thereby shall have the obligation to pay for any such work as

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may be ordered by the Board, with appropriate contribution from the other affected Owners. At the request of any such Owner, the Board may (but shall have no obligations to) reimburse such Owner for the contributions of the other Owners from the replacement reserve and thereafter specially assess such other affected owners. If, in the opinion of the Board, any Building or Unit is in need of exterior painting, the board shall have the right to order the necessary painting work to be performed. The expenses associated with the painting work will be paid from the replacement reserve. The color or quality of the exterior paint cannot be changed without unanimous approval of the owners of the subject building and with respect to the foregoing matters, any aggrieved Owner may require that the matter in controversy be determined by the Board, whose determination shall be conclusive.

F. Obstruction of Community Facilities. No Owner shall maintain or permit any obstruction of the Community Facilities or any common area shared by more than one Owner, nor shall anything be stored in or on the Community Facilities without the prior consent of the Board.

G. Maintenance of Parkways. Each Owner of a Parcel shall be responsible for the maintenance of parkways located between his property lines and edges of street pavements which serve his Parcel.

H. Storage in Community Facilities. There shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Community Facilities except such portion thereof as may be designated for such purpose by the Board.

I. Alterations of Community Facilities. Nothing shall be altered or constructed in or removed from the Community Facilities, except upon the written consent of the Board. No waste shall be committed to the Community Facilities.

J. Prohibited Activities and Signs. No signs, posters or advertisements of any kind or description shall be erected, maintained or displayed on any Phase, visible to public view, except that "For Sale" or "For Rent" signs no larger than ten inches by fifteen inches (10" X 15") may be exhibited on a Building or Dwelling Unit. No trade or business of any kind or character nor the practice of any profession shall be conducted, maintained or permitted on the Property, except as otherwise provided in Article 4.04.

K. Certain Personal Activities Permitted The restrictions in Paragraphs A and J of this Section 4.01 shall not, however, be construed in such manner as to prohibit an Owner or an Occupant from (i) operating a Parcel as a rental apartment building or renting one or more Units to third parties; (ii) maintaining in a Dwelling Unit his personal professional library; (iii) keeping in his Dwelling Unit his personal, business or professional records or accounts; or (iv) handling his personal business or professional telephone calls or correspondence from a Dwelling Unit.

L. Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in or about any parcel or Unit, or in the Community Facilities, except that dogs, cats, or other household pets may be kept in Dwelling Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance in the opinion of the Board shall be permanently removed from

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the Property upon three (3) days' written notice from the Board.

M. Nuisances. No owner shall permit any noxious or offensive activity to be carried on in any Dwelling Unit or in the Community Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. Radio transmitting equipment and other high power electronic equipment on any Parcel shall be subject to regulation and prohibition by the Board.

N. Laundry or Rubbish. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of a Building, Parcel of the Community Facilities. The Community Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

O. Rules and Regulations. All Units, Parcels and Community Facilities and all activities thereon and therein, shall be maintained and conducted in accordance with the rules and regulations adopted by the Board from time to time.

P. Parking and Traffic. Traffic and parking on the Community Facilities shall be within the plenary jurisdiction of the Board, which may from time to time and at any time, fix and amend (by way of inclusion and not limitation) traffic patterns for pedestrians and vehicles, vehicle speed limits, commercial traffic flow and parking locations. The Board shall have the right to purchase, maintain and install at any location on the Community Facilities and at any reasonable location on a Parcel traffic control signals, signs and devices, and parking signs and control devices. The Board may at any time install and maintain on the Common Facilities parking lots and designate parking areas, and may assign individual stalls or areas therein to any parcel, Unit or for any specified purpose or group of Owners, upon such terms as it deems desirable; and the Board may elect to treat the maintenance cost thereof as a Common Expense.

SECTION V.
INCORPORATION OF ASSOCIATION

5.01 Formation of Corporation. Developer, prior to the election of the first Board, and The Board at any time thereafter, may cause to be incorporated a not-for-profit corporation under the laws of the State of Indiana, to facilitate administration and operation of the Property, and to assume the responsibilities of the Association hereunder. Upon the formation of such Corporation, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new Owner shall automatically become a member therein. Unless and until otherwise modified, the provisions of Articles III, IV, and Sections I and II hereof shall be the By-Laws of such corporation. Any beneficiary of Developer, or its, his or her appointees, may be the incorporators of such corporation, and such persons shall have the right to, elect the first Board thereof.

SECTION VI
GENERAL PROVISIONS

6.01 Associations. An association shall have all the duties and obligations of an Owner hereunder, provided that the right of an association hereunder shall be

1 derived solely from the Unit Owners who are members
2 thereof, and shall be exercisable by any such association
3 only to the extent permitted by its organizing document-
4 tion or by the acts of its unit owners, and provided
5 further that an association shall not be obligated to pay
6 and portion of the Common Expenses unless the Association
7 shall elect to require the same from the association in
8 lieu of payments from the individual unit owners therein.

9
10 6.02 Encumbrances. No Owner shall have the right
11 or authority to mortgage or otherwise encumber in any
12 manner whatsoever the Community Facilities or any other
13 part of the Property other than his own Parcel or Unit
14 (including any undivided interest owned by him in a
15 Parcel containing a Building.)

16
17 6.03 Separate Real Estate Taxes. It is intended
18 that real estate taxes are to be separately taxed to each
19 Owner for his Parcel or Unit. In the event that for any
20 year such taxes are not separately taxed to an owner but
21 are taxed on the Property or some part thereof, then such
22 Owner shall pay the amount thereof attributable to his
23 Parcel or Dwelling Unit as shall be determined by the
24 Board, or by the Developer if the Board shall not then
25 have been elected or constituted.

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27 6.04 Utilities. Each Owner shall pay for his own
28 telephone, electric and other utilities which are
29 separately metered or billed to each Parcel or Dwelling
30 Unit by the respective utility companies.

31
32 6.05 Insurance - Parcel Owners. Each Owner shall
33 be responsible for his own casualty insurance for the
34 Building or the Parcel or Dwelling Unit owned by him, and
35 for his own liability insurance for any incident occur-
36 ring upon his Parcel and within his Building or Dwelling
37 Unit. Each occupant of a Dwelling Unit shall be respon-
38 sible for insurance on the contents within a Dwelling
39 Unit and his personal property stored elsewhere on the
40 Property, and each Owner and occupant of a Dwelling Unit
41 shall be responsible for his own personal liability, all
42 to the extent not covered by the liability insurance for
43 all of the Parcel Owners obtained as part of the Common
44 Expenses. Each Unit Owner and Parcel Owner hereby waives
45 and releases any and all claims which he may have against
46 any other Parcel Owner and Unit Owner, the Association,
47 its officers and members of the Board, the Developer, the
48 manager and managing agent of the Community Facilities,
49 if any, and their respective employees and agents, for
50 damage to the Community Facilities, the Buildings, the
51 Dwelling Units in a Building and to any personal property
52 located in a Building or Community Facilities caused by
53 fire or other casualty, to the extent that such damage is
54 covered by fire or other form of casualty insurance.

55
56 6.06 Negligence of Owner. If, due to the neg-
57 ligent act or omission of an Owner or of an occupant of a
58 Dwelling Unit, owned by an Owner, or a contractor, em-
59 ployees, agent, or of such Owner or Occupant, damage is
60 caused to the Community Facilities or a Building or
61 Dwelling Unit, owned by another Owner, then such cost
62 shall be paid for by the Owner and Occupant by or under
63 whom the damage was caused, unless the act or omission is
64 covered by insurance and the insurance proceeds are
65 sufficient to pay for and are applied to all required
66 repairs and/or replacements. The liability of an Owner
67 and Occupant for any such damage shall be joint and
68 several; and it shall not be a defense that the person
69 causing the damage was not authorized to perform the
70 specific act out of which the damage was incurred.

71
72 6.07 Joint Facilities. To the extent that equip-
73 ment, facilities and fixtures within any Building or
74 Buildings or Dwelling Units shall be connected to similar
75 equipment, facilities or fixtures affecting or serving
76 other Buildings, Dwelling Units or the Community Facili-
77 ties, or shall function for the benefit of the Units or
78 Buildings, owned by more than one Owner (including struc-

1 tural members), then the use thereof by an Owner shall be
2 subject to the rules and regulations of the Board. An
3 authorized representative of the Association or the
4 Board, or of the manager or managing agent for the Com-
5 munity Facilities, shall be entitled to reasonable access
6 to any Building or Dwelling Unit as may be required in
7 connection with maintenance, repairs or replacements of
8 or to the Community Facilities or any equipment, facil-
9 ities or fixtures affecting or serving other buildings,
10 Dwelling Units or the Community Facilities.

11
12 6.08 Abatement and Enjoyment. The violation of
13 any restriction or condition or regulation adopted by the
14 board, or the breach of any covenant or provision herein
15 contained, shall give the Board the right, in addition to
16 the rights set forth in the next succeeding section:

17
18 A. To enter upon the Parcel of Dwelling
19 Unit upon which, or as to which, such violation or
20 breach exists and to summarily abate and remove,
21 at the expense of the defaulting Owner, any
22 condition that may exist thereon contrary to the
23 intent and meaning of the provisions hereof, the
24 Board, or its agents, shall not thereby be deemed
25 guilty in any manner of trespass. Notwithstanding
26 the foregoing, judicial proceedings shall be
27 instituted before any items of construction are
28 altered or demolished by the Board or the
29 Developer; or

30
31 6.08. To enforce, abate or remedy by appro-
32 private legal proceedings (including, but not
33 limited to Lake County Recordings), either at law or
34 in equity, the continuance of any breach.

35
36 6.09 Involuntary Sale. If any owner (either by
37 his own conduct or by the conduct of any occupant of a
38 Dwelling Unit on the owner's parcel) shall violate any of
39 the covenants or restrictions or provisions of this
40 Declaration and By-Laws or the regulations adopted by the
41 Board, and such violation shall continue for thirty (30)
42 days after notice in writing from the Board, or shall
43 occur repeatedly during any thirty (30) day period after
44 notice in writing from the Board, then the Board shall
45 have the power to issue to the defaulting Owner a ten
46 (10) day notice in writing to terminate the rights of the
47 said defaulting Owner to continue as an Owner and to con-
48 tinue to occupy, use or control his Parcel, and there-
49 upon an action in equity may be filed by the members of
50 the Board against the defaulting Owner for a decree of
51 injunction against the Owner or Occupant or, in the
52 alternative, subject to the prior consent in writing of
53 any mortgage having a security interest in the Parcel of
54 the defaulting Owner, which consent shall not be un-
55 reasonably withheld, a decree declaring the termination
56 of the defaulting Owner's right to occupy, use or control
57 the Parcel owned by him on account of the breach of
58 covenant, and ordering that all the right, title and
59 interest of the Owner in the Parcel shall be sold (sub-
60 ject to the lien of any existing mortgage) at a judicial
61 sale upon such notice and terms as the court shall estab-
62 lish, except that the court shall enjoin and restrain the
63 defaulting Owner from reacquiring his interest at such
64 judicial sale. The proceeds of any such judicial sale
65 shall first be applied to discharge court costs, court
66 reporter charges, reasonable attorney's fees, and all
67 other expenses of the proceedings and sale, and all such
68 items shall be taxed against the defaulting Owner in said
69 decree. Any balance of proceeds, after satisfaction of
70 such charges and any unpaid assessments hereunder or any
71 liens, shall be paid to the Owner. Upon the confirmation
72 of such sale, the purchaser thereat shall be entitled to
73 a deed to the Parcel and to immediate possession of the
74 Parcel sold and may apply to the court for a writ of
75 assistance for the purpose of acquiring such possession
76 and it shall be a condition of any such sale, and the
77 decree shall so provide, that the purchaser shall take
78 the interest in the Parcel or Unit sold subject to this
Declaration, and the purchaser shall be come a Member of

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the Association, in the place and instead of the defaulting Owner.

6.10 Developer's Initial Rights. The Developer (or its nominee or beneficiary) shall exercise the powers, rights, duties, and functions of the Board and of the Association until the earlier of:

(i) The date that seventy-five per cent (75%) of the area within the property shall have been conveyed to persons other than Developer or any person or entity related to the Developer by common ownership; or

(iii) Three (3) years after the first Unit estate is conveyed.

6.11 Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Parcel shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Parcel is subject to such mortgage or trust deed.

6.12 Service of Notices on Board. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association, either personally, or by mail, addressed to such member at his last known address. The method for service of this Document may be changed from time to time by the board, provided that such Voting Member is notified of such change.

6.13 Service of Notices on Owners. Notices required or desired to be given to an Owner may be delivered either to the Owner, any Co-Owner, or the Voting Member having the privilege of voting with respect to the Unit or Parcel of such Owner, and delivery by mail at the last known address of such person, by personal delivery, or by posting on the door or insertion in the mailbox of such Owner shall be sufficient service thereof.

6.14 Covenants to Run with Land. Each grantee of the Developer, by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement, for Trustee's Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of each character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest in said land, and shall insure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

6.15 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.16 Amendments to Declaration. This Declaration may be changed, modified, or rescinded by instruments in writing setting forth such change, modification or rescission signed and acknowledged by the Board, and majority of the Owners. The change, modification or rescission shall be effective upon recording of such instrument in the office of the Recorder of Deeds in Lake County, Indiana.

6.17 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other

SECTION VII

CONDEMNATION, DESTRUCTION,
OR LIQUIDATION

7.01: Casualty and Restoration:

A. Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction" of all of the Buildings (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of two-thirds (2/3rds) of all Owners and fifty-one per cent (51%) of eligible Mortgagees at a special meeting of the Association called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. All of the Owners of each occupied Unit shall be entitled to one (1) vote, and each occupied Unit shall be entitled to one (1) vote regardless of the number of persons owning such Unit, jointly or in common, or otherwise. A special meeting of the Association shall be called and held within thirty (30) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such (30) day period, or if the destruction of all the Buildings has not been made within such thirty (30) day period, then it shall be conclusively presumed that the Owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

B. If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, and if the Project is not to be terminated or liquidated, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners in proportion to their respective interests in the Buildings so damaged or destroyed. Any such amounts payable by the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment.

C. For the purposes of Subparagraph (a) and (b) above, repair, reconstruction, and restoration shall mean construction or rebuilding of the Buildings to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

D. If, under Subparagraph (a) above, it is determined by the Owners at the special meeting of the Association referred to herein that there has been a complete destruction of all of the Buildings, the Owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of two-thirds (2/3rds) of all of the Owners and fifty-one per cent (51%) of eligible Mortgagees a decision is made to rebuild, reconstruct, and repair the Buildings. If two-thirds (2/3rds) of all

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provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or otherwise affect the rest of this Declaration.

6.18 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restriction restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of the governor and the United States Senators from the State of Indiana serving on the date of recordation hereof.

6.19 Ownership by Trust. In the event title to any Parcel is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Parcel, and such beneficiaries shall be entitled to exercise all of the rights and powers of the Owner in title to a Unit or Parcel. ~~This Document is the property of the Lakeland Community Association~~ No liability shall be asserted against any such title holding trust or beneficiary for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Parcel, notwithstanding and charges in the beneficial interest of any such trust or transfers of title to such Parcel.

6.20 Indemnity to Board Members. The members of the Board and the officers thereof or of the Association, or Developer or any beneficiary or other person exercising the powers of the board and Association pursuant to Section 6.10 hereof, shall not be liable to any parcel or Unit Owner for any mistake of judgement, or any acts or omissions made in good faith as such member or officers or acting official. The Parcel and Unit Owners shall indemnify and hold harmless each of such members, officers and acting officials against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Parcel or Unit Owners or of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Parcel or Unit Owners or Unit Owners or the Association. The liability of any Parcel Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to a Proportionate Share of the total liability thereunder.

6.21 Severability. Should any part, term, or provision of this Declaration be declared or decided by any Court to be illegal or in conflict with the law of this state or jurisdiction wherein this Declaration is to be performed, the validity of the remaining portions, terms, or provisions, shall not be affected thereby and said illegal part, term or provision shall be deemed not be a part of this Declaration.

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of the Owners and fifty-one per cent (51%) of eligible Mortgagees vote and decide that the Buildings are to be rebuilt, reconstructed, and repaired, the insurance proceeds, if any, received by the Association shall be applied and any excess of construction costs over insurance proceeds, if any, received by the Association shall be contributed and paid as hereinabove provided in subparagraphs (a) and (b).

E. If, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3rds) of all of the Owners and fifty-one per cent (51%) of eligible Mortgagees vote in favor of the rebuilding, reconstruction, and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed, or repaired and, in such event, the Project shall be deemed and considered to be terminated, and:

(i) Each Owner shall be entitled to use or dispose of his Unit in the manner he sees fit:

(ii) The net proceeds of the insurance on the property, if any, shall be distributed to the Owners affected by said casualty in proportion to the amount of damage sustained by said Owner's Dwelling Unit;

(iii) The Common Areas shall be deemed to be owned in common by the Owners in the same percentage as the undivided interest previously owned by such Owner in the Common Areas; and,

(iv) The Common Areas shall be subject to an action for partition at the suit of any owner in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Areas.

F. Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Managers or Association has the responsibility of maintenance and repair, the Board of Managers shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Managers desires.

G. The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Managers from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair is less than Twenty Thousand and No/100 (\$20,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Managers; provided, however, that upon request of a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided in the following Paragraph (ii)...

(ii) If the estimated cost of the reconstruction and repair of the Building or other improvement is more than Twenty Thousand and No/100 (\$20,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to

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IN WITNESS WHEREOF, the undersigned has caused these Amendments to Declaration of Springvale Townhomes Covenants, Conditions, Restrictions, and Easements and code of By-Laws of Springvale Townhomes Association to be executed this _____ day of _____, 1989.

ATTEST: _____ BY: _____
ALDON BUILDERS, INC.

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared the within and acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for said corporation. Witness my hand and seal this _____ day of _____, 1989.

My Commission Expires: _____



EXHIBIT A

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Resubdivision of Springvale Farms Court C, as recorded in the Office of the Recorder of Lake County, Indiana, in Book 51, page 62, on November 20, 1979, and Part of the NW 1/4 of Section 24, T 35 N, R 9 W of the 2nd P.M., Lake County Indiana, described as beginning at the southwest corner of Springvale Farms Court B, as recorded in the Office of the Recorder of Lake County, Indiana, in Plat Book 49, page 106; thence N 89 degrees -14' -08" W along the South line of said NW 1/4, 570.00 feet; thence N 00 degrees -45' -52" E, 220.00 feet; thence N 22 degrees -18' -51" E, 78.97 feet; thence Easterly along a circular curve which is convex to the South whose radius = 168.32 feet, tangent = 44.23 feet, deflection angle = 29 degrees -26' -51", a distance of 86.51 feet along said curve; thence N 82 degrees -52' -00" E, 95.00 feet; thence Easterly along a circular curve which is convex to the North whose radius = 812.15 feet, tangent = 125.00 feet, deflection angle = 17 degrees -30' -00", a distance of 248.06 feet along said curve; thence S 79 degrees -38' -00" E, 35.00 feet; thence Easterly along a circular curve which is convex to the south whose radius = 820.46 feet, tangent = 42.07 feet, deflection angle = 05 degrees -52' -16", a distance of 84.07 feet along said curve to the West line of said Court B; thence S 04 degrees -29' -44" W along said West line, 47.50 feet; thence S 00 degrees -45' -52" W along said West line, 229.66 feet, to the point of beginning. Excepting therefrom the south 30 feet of the North 47.50 feet thereof and excepting therefrom that portion of the property lying west of a line parallel to the West line of Springvale Farms Court B and intersecting the southerly line of the property at a point 289.00 feet west of the point of beginning.



Description of Courts E, F, G, H, I, J, and K:

Court E:

(Redwood)

Part of the NW 1/4 of Section 24, T 35 N, R 9 W of the 2nd P.M., in Lake County, Indiana, described as follows: beginning at a point on the South line of said NW 1/4 which is 983.10 feet of the Southwest corner thereof; thence North at an interior angle of 88 degrees-38"-00", measured from West to North with said South line, 269.55 feet; thence South 89 degrees-14"-08" E, 195.38 feet; thence N 61 degrees-15'-38" E, 198.21 feet; thence Southeasterly along a circular curve which is convex to the Southwest, whose radius 168.32 feet, tangent 59.52 feet, deflection angle = 38 degrees 56' 47", a distance of 114.41 feet along said curve; thence S 22 degrees 18' 51" W, 78.97 feet; thence S 00 degrees -45' -52" W, 220.00 feet to the South line of said NW 1/4; thence Westerly along said South line, 416.56 feet to the point of beginning, containing 2.90 acres, more or less.

Court F:

(Orchard)

Part of the NW of Section 24, T 35 N, R 9 W of the 2nd P. M., in Lake County, Indiana, described as follows: Commencing at a point on the South line of said NW 1/4 which is 983.10 feet East of the Southwest corner thereof; thence North at an interior angle of 88 degrees 38' 00", measured from West to North with said South line, 269.55 feet to the point of beginning; thence continuing North along said aforementioned line, 399.85 feet; thence N 89 degrees 27' 50" E, 355.60 feet, more or less; thence S 53 degrees 56' 24" E, 73.30 feet; thence Southerly along a circular curve which convex to the West whose radius = 370.07 feet, tangent = 27.59 feet, deflection angle = 88 degrees 31' 34", a distance of 55.07 feet along said curve; thence continuing Southerly along a circular curve which is convex to the West whose radius = 298.34 feet, tangent = 74.89 feet, deflection angle = 28 degrees 18' 00", a distance of 146.67 feet along said curve; thence continuing Southerly along a circular curve which is convex to the West whose radius = 168.32 feet, tangent = 42.13 feet, deflection angle = 28 degrees 06' 21", a distance of 82.57 feet along said curve; thence S 61 degrees 15' 38" W, 198.21 feet; thence N 89 degrees 14' 08" W, 195.38 feet to the point of beginning, containing 3.24 acres, more or less.

Court G:

(Pecan and Springvale (1924-1972))

Part of the NW 1/4 of Section 24, T35 N, R 9 W of the 2nd P.M., in Lake County, Indiana, described as beginning at the Northeast corner of Springvale Farms Court A, as recorded in the Office of the Recorder of Lake County, Indiana; thence Westerly along the North line of said Court A and along the North line of Springvale Farms Court B, as recorded in the Office of the Recorder of Lake County, Indiana, the following five (5) courses: N 89 degree 39'53" W, 48 feet; Westerly along a circular curve which is convex to the South whose radius = 91.77 feet, tangent = 11.08 feet, deflection angle = 13 degrees 49'53", a distance of 22.05 feet along said curve; N 75 degrees 54'00" W, 130 feet; Westerly along a circular curve which is convex to the North whose radius = 578.23 feet, tangent = 100.66 feet, deflection angle = 19 degrees 45'00", a distance of 199.32 feet along said curve; S 84 degrees 21'00" W, 146 feet; thence N 00 degrees 00'00" W, 95.69 feet; thence S 90 degrees 00'00" W, 67.62 feet; thence N 00 degrees 00'00" E, 220.27 feet; thence S 87 degrees 30'00" E, 221.16 feet; thence S 02 degrees 30'00" W, 57 feet; thence S 87 degrees 30'00" E, 47.56 feet; thence S 05 degree 39'00" E, 61.28 feet; thence S 23 degrees 39'00" E, 127.02 feet; thence S 71 degrees 26'59" E, 86.92 feet; thence S 89 degrees 39'53" E, 205.70 feet to the East line of said NW 1/4; thence S 00 degrees 20'07" W along said East line, 103.50 feet to the point of beginning, containing 2.339 acres, more or less.

Court H:

(Azalea and Springvale (1876-1922))

Part of the NW 1/4 of Section 24, T35 N, R 9 W of the 2nd P.M., in Lake County, Indiana, described as beginning at the Southwest corner of SPRINGVALE FARMS COURT G, as recorded in the Office of the Recorder of Lake County, Indiana; thence Westerly along the Northerly line of SPRINGVALE FARMS COURT B, C, AND D, all as recorded in the Office of the Recorder of Lake County, Indiana, the following three (3) courses; along a circular curve which is convex to the South whose radius is 820.46 feet, tangent = 115.22 feet, deflection angle = 15 degrees 59'17", a distance of 228.94 feet along said curve; N 79 degrees, 36'00" W, 35.00 feet; and along a circular curve which is convex to the North whose radius is 812.15 feet; the tangent = 115.55 feet, deflection angle = 16 degrees 11'45", a distance of 229.57 feet along said curve; thence W 05 degrees 49'45" W, 104.74 feet; thence N 90 degrees 00'00" E, 140.00 feet; thence N 00 degrees 00'00" E, 154.69 feet; thence N 45 degrees 00'00" E, 70.71 feet; thence N 90 degrees 00'00" E, 244.00 feet; thence S 00 degrees 00'00" W, 17.73 feet to the Northwest corner of said Court G; thence along the following three (3) courses of said Court G; S 00 degrees 00'00" W, 220.27 feet; N 90 degrees 00'00" E, 67.62 feet; and S 00 degrees 00'00" W, 95.69 feet to the point of beginning, of said part, containing 2.656 acres, more or less.

Court J

(Sycamore and 1813 to 1843 Springvale Drive)

Part of the NW 1/4 Section of 24, T 35 N, R 9 W of the 2nd P. M., Lake County, Indiana, described as beginning at the Northeast corner of Springvale Farms Court H, as recorded in the Office of the Recorder of Lake County, Indiana; thence Westerly along the Northerly boundary of said Court H, the following two (2) courses: S 90 degrees 00'00" W, 244.08 feet; S 45 degrees 00'00" W, 35.35 feet; thence Northeasterly along the boundary of Springvale Farms Court I, as recorded in the Office of the Recorder of Lake County, Indiana, the following five (5) courses: North 37 degree 00'00" W, 218.21 feet; S 49 degrees 00'00" W, 115.92 feet; N 53 degrees 30'00" W, 6.00 feet; Northwestery along a circular curve which is convex to the Southwest whose radius = 139.62 feet, tangent = 22.95 feet, deflection angle = 18 degrees 39'55", a distance of 45.48 feet along said curve; N 34 degrees 50'05" W, 30.01 feet; thence Northeasterly along a circular curve which is convex to the Southeast whose radius = 754.26 feet, tangent = 84.76 feet, deflection angle = 12 degrees 49'25", a distance of 168.81 feet along said curve; thence continuing Northeasterly along a circular curve which is convex to the Northwest whose radius = 229.58 feet, tangent = 72.02 feet, deflection angle = 34 degrees 50'00", a distance of 139.57 feet along said curve; thence Easterly along a circular curve which is convex to the North whose radius = 226.76 feet, tangent = 19.76 feet, deflection angle 9 degrees 57'40", a distance of 39.42 feet along said curve; thence South 74 degrees 49'16" E, 202.24 feet; thence S 55 degree 00'00" E, 252.00 feet; thence Southeasterly along a circular curve which is convex to the Southwest whose radius = 318.34 feet, tangent = 58.81 feet, deflection angle = 20 degrees 55'55", a distance of 116.30 feet along said curve; thence S 14 degrees 4'06" W, 107.53 feet; thence N 87 degrees 30'00" W, 221.16 feet; thence N 00 degrees 00'00" E, 17.73 feet to the point of beginning, containing 3.92 acres, more or less.

Court K

Part of the NW 1/4 of Section 24, T 35 N, R 9 W of the 2nd P. M., Lake County, Indiana, described as beginning at the Northeast corner of Springvale Farms Court G, as recorded in the Office of the Recorder of Lake County, Indiana; thence Northeasterly along the boundary of said Court G, the following six (6) courses: N 89 degrees 39'53" W, 205.70 feet; N 71 degrees 26'59" W, 86.92 feet; N 23 degrees 39'00" W, 97.02 feet; N 5 degree 39'00" W, 61.28 feet; N 87 degrees 30'00" W, 47.56 feet; N 2 degrees 30'00" E, 57.00 feet; thence N 14 degrees 4'06" E, 107.53 feet; thence Easterly along a circular curve which is convex to the South whose radius = 318.34 feet, tangent = 49.67 feet, deflection angle = 17 degrees 44'08", a distance of 98.54 feet along said curve; thence S 03 degrees 40'02" E, 15 feet; thence S 89 degrees 39'53" E, 97.28 feet; thence S 02 degrees 00'59" E, 120.12 feet; thence S 89 degrees 39'53" E, 152.00 feet to the East line of said Northwest 1/4; thence S 00 degree 20'07" W, 196.73 feet along said East line to the point of beginning, containing 2.05 acres, more or less.

Court I:

(Plum and Springvale (1846 to 1874))

Part of the NW 1/4 of Section 24, T 35 N., R 9 W of the 2nd P. M., in Lake County, Indiana, described as beginning at the Southwest corner of Springvale Farms Court H, as the same appear of record in the Office of the Recorder of Lake County, Indiana; thence westerly along a circular curve which is convex to the North whose radius = 812.15 feet, tangent = 9.24 feet, deflection angle = 01 degrees-18'-15", a distance of 18.49 feet along said curve; thence S 82 degrees-52'-00" W, 95.00 feet; thence Northwest along a circular curve which is convex to the Southwest whose radius = 168.32 feet, tangent = 188.59 feet, deflection angle = 96 degrees-30'-00", a distance of 283.49 feet along said curve; thence Northerly along a circular curve which is convex to the West whose radius = 298.34 feet, tangent = 74.85 feet, deflection angle = 28 degrees-10'-00", a distance of 146.67 feet along said curve; thence Northeast along a circular curve which is convex to the Northwest whose radius = 370.07 feet, tangent = 27.59 feet, deflection angle = 08 degrees-31'-34", a distance of 55.07 feet along said curve; thence S 53 degrees, 56'-24" E, 250 feet; thence Northeast along a circular curve which is convex to the Northwest whose radius = 367.57 feet, tangent = 61.86 feet, deflection angle = 19 degrees 6' 20", a distance of 122.57 feet along said curve; thence North 55 degrees 9' 55" E, 31.93 feet; thence Northeast along a circular curve which is convex to the Southeast whose radius = 754.26 feet, tangent = 175 feet, deflection angle = 00 degree 15' 57", a distance of 3.50 feet along said curve; thence S 34 degrees, 50' 05" E, 30.01 feet; thence Southeast along a circular curve which is convex to the Southwest whose radius = 139.62 feet, tangent = 22.95 feet, deflection angle = 18 degrees 39' 55", a distance of 45.48 feet along said curve; thence S 53 degrees 30' 00" E, 8.00 feet; thence N 49 degrees 00' 00" E, 115.92 feet; thence S 37 degrees 00' 00" E, 218.21 feet to the boundary of said Court H; thence along said boundary the following four (4) courses; S 45 degrees 00' 00" W, 35.36 feet; S, 00' 00" W, 154.69 feet; N 90 degrees 00' 00" W, 140 feet; S 5 degrees 49' 45" E, 104.74 feet to the point of beginning, containing 3.43 acres, more or less.

Description of Courts E, F, G, H, I, J, and K:

Court E:

(Redwood.)

Part of the NW 1/4 of Section 24, T 35 N, R 9 W of the 2nd P.M., in Lake County, Indiana, described as follows: beginning at a point on the South line of said NW 1/4 which is 983.10 feet of the Southwest corner thereof; thence North at an interior angle of 88 degrees-38'-00", measured from West to North with said South line, 269.55 feet; thence South 89 degrees-14'-08" E, 195.38 feet, thence N 61 degrees-15'-38" E, 198.21 feet, thence Southeasterly along a circular curve which is convex to the Southwest whose radius 168.32 feet, tangent 59.52 feet, deflection angle = 38 degrees 56' 17", a distance of 114.41 feet along said curve; thence S 22 degrees 18' 51" W, 78.97 feet, thence S 00 degrees -45' -52" W, 220.00 feet to the South line of said NW 1/4 thence Westerly along said South line, 416.56 feet to the point of beginning, containing 2.90 acres, more or less.

This Document is the property of
the Lake County Recorder!

Court F:

(Orchard.)

Part of the NW of Section 24, T 35 N, R 9 W of the 2nd P. M., in Lake County, Indiana, described as follows: Commencing at a point on the South line of said NW 1/4 which is 983.10 feet East of the Southwest corner thereof; thence North at an interior angle of 88 degrees 38' 00", measured from West to North with said South line, 269.55 feet to the point of beginning; thence continuing North along said aforementioned line, 399.85 feet; thence N 89 degrees 27' 50" E, 355.60 feet, more or less, thence S 53 degrees 56' 24" E, 73.30 feet, thence Southerly along a circular curve which convex to the West whose radius = 370.07 feet, tangent = 27.59 feet, deflection angle = 88 degrees 31' 34", a distance of 55.07 feet along said curve; thence continuing Southerly along a circular curve which is convex to the West whose radius = 298.34 feet, tangent = 74.89 feet, deflection angle = 28 degrees 18' 00", a distance of 146.67 feet along said curve; thence continuing Southerly along a circular curve which is convex to the West whose radius = 168.32 feet, tangent = 42.13 feet, deflection angle = 28 degrees 06' 21", a distance of 82.57 feet along said curve; thence S 61 degrees 15' 38" W, 198.21 feet; thence N 89 degrees 14' 08" W, 195.38 feet to the point of beginning, containing 3.24 acres, more or less.

Court G:

(Pecan and Springvale (1924-1972))

Part of the NW 1/4 of Section 24, T35 N, R 9 W of the 2nd P.M., in Lake County, Indiana, described as beginning at the Northeast corner of Springvale Farms Court A, as recorded in the Office of the Recorder of Lake County, Indiana; thence Westerly along the North line of said Court A and along the North line of Springvale Farms Court B, as recorded in the Office of the Recorder of Lake County, Indiana, the following five (5) courses: N 89 degrees 39' 53" W, 48 feet; Westerly along a circular curve which is convex to the South whose radius = 91.77 feet, tangent = 11.08 feet, deflection angle = 13 degrees 49' 53", a distance of 22.05 feet along said curve; N 75 degrees 54' 00" W, 130 feet; Westerly along a circular curve which is convex to the North whose radius = 578.23 feet, tangent = 100.66 feet, deflection angle = 19 degrees 45' 00", a distance of 199.32 feet along said curve; S 84 degrees 21' 00" W, 146 feet; thence N 00 degrees 00' 00" W, 95.69 feet; thence S 90 degrees 00' 00" W, 67.62 feet; thence N 00 degrees 00' 00" S, 220.27 feet; thence S 87 degrees 30' 00" E, 221.16 feet; thence S 02 degrees 30' 00" W, 57 feet; thence S 87 degrees 30' 00" E, 47.56 feet; thence S 05 degree 32' 00" E, 61.28 feet; thence S 23 degrees 39' 00" E, 97.02 feet; thence S 71 degrees 26' 59" E, 86.92 feet; thence S 69 degrees 30' 53" E, 205.70 feet to the East line of said NW 1/4; thence S 00 degrees 20' 07" W along said East line, 103.50 feet to the point of beginning, containing 2.339 acres, more or less.

Court H:

(Azalea and Springvale (1876-1922))

Part of the NW 1/4 of Section 24, T35 N, R 9 W of the 2nd P.M., in Lake County, Indiana, described as beginning at the Southwest corner of SPRINGVALE FARMS COURT G, as recorded in the Office of the Recorder of Lake County, Indiana; thence Westerly along the Northerly line of SPRINGVALE FARMS COURT B, C, AND D, all as recorded in the Office of the Recorder of Lake County, Indiana, the following three (3) courses; along a circular curve which is convex to the South whose radius is 820.46 feet, tangent = 115.22 feet, deflection angle = 15 degrees 59' 17", a distance of 228.94 feet along said curve; N 79 degrees, 36' 00" W, 35.00 feet; and along a circular curve which is convex to the North whose radius is 812.15 feet; the tangent = 115.55 feet, deflection angle = 16 degrees 11' 45", a distance of 229.57 feet along said curve; thence W 05 degrees 49' 45" W, 104.74 feet; thence N 90 degrees 00' 00" E, 140.00 feet; thence N 00 degrees 00' 00" E, 154.69 feet; thence N 45 degrees 00' 00" E, 70.71 feet; thence N 90 degrees 00' 00" E, 244.00 feet; thence S 00 degrees 00' 00" W, 17.73 feet to the Northwest corner of said Court G; thence along the following three (3) courses of said Court G; S 00 degrees 00' 00" W, 220.27 feet; N 90 degrees 00' 00" E, 67.62 feet; and S 00 degrees 00' 00" W, 95.69 feet to the point of beginning of said part, containing 2.656 acres, more or less.

Court 4:

(Plum and Springvale (1846 to 1874))

Part of the NW 1/4 of Section 24, T 35 N, R 9 W of the 2nd P. M., in Lake County, Indiana, described as beginning at the Southwest corner of Springvale Farms Court H, as the same appear of record in the Office of the Recorder of Lake County, Indiana; thence westerly along a circular curve which is convex to the North whose radius = 812.15 feet, tangent = 9.24 feet, deflection angle = 01 degrees- 18"-15", a distance of 18.49 feet along said curve; thence S 82 degrees- 52'-00" W, 95.00 feet; thence Northwestery along a circular curve which is convex to the Southwest whose radius = 168.32 feet, tangent = 188.59 feet, deflection angle = 96 degrees-30"-00", a distance of 283.49 feet along said curve; thence Northerly along a circular curve which is convex to the West whose radius = 298.34 feet, tangent = 74.85 feet, deflection angle = 28 degrees- 10'00", a distance of 146.67 feet along said curve; thence Northeastery along a circular curve which is convex to the Northwest whose radius = 370.07 feet, tangent = 27.59 feet, deflection angle = 08 degrees- 31'34", a distance of 55.07 feet along said curve; thence S 53 degrees, 56'24" E, 250 feet; thence Northeastery along a circular curve which is convex to the Northwest whose radius = 367.57 feet, tangent = 61.86 feet, deflection angle = 19 degrees- 6' 20", a distance of 122.57 feet along said curve; thence North 55 degrees- 9'55" E, 31.93 feet; thence Northeastery along a circular curve which is convex to the Southeast whose radius = 754.26 feet, tangent = 175 feet, deflection angle = 00 degree- 15'57", a distance of 3.50 feet along said curve; thence S 34 degrees, 50'05" E, 30.01 feet; thence Southeastery along a circular curve which is convex to the Southwest whose radius = 139.62 feet, tangent = 22.95 feet, deflection angle = 18 degrees- 39'55", a distance of 45.48 feet along said curve; thence S 53 degrees- 30'00" E, 8.00 feet; thence N 49 degrees- 00'00" E, 195.92 feet; thence S 37 degrees- 00'00" E, 218.21 feet to the boundary of said Court H; thence along said boundary the following four (4) courses; S 45 degrees- 00'00" W, 35.36 feet; S, 00'00" W, 154.69 feet; N 90 degrees- 00'00" W, 140 feet; S 5 degrees- 49'45" E, 104.74 feet to the point of beginning, containing, 3.43 acres, more or less.

Court J

(Sycamore and 1813 to 1843 Springvale Drive)

Part of the NW 1/4 Section of 24, T 35 N, R 9 W of the 2nd P. M., Lake County, Indiana, described as beginning at the Northeast corner of Springvale Farms Court H, as recorded in the Office of the Recorder of Lake County, Indiana; thence Westerly along the Northerly boundary of said Court H, the following two (2) courses: S 90 degrees 00'00" W, 244.08 feet; S 45 degrees 00'00" W, 35.35 feet; thence Northeasterly along the boundary of Springvale Farms Court I, as recorded in the Office of the Recorder of Lake County, Indiana, the following five (5) courses: North 37 degree 00'00" W, 218.21 feet; S 49 degrees 00'00" W, 115.92 feet; N 53 degrees 30'00" W, 6.00 feet; Northwesterly along a circular curve which is convex to the Southwest whose radius = 139.62 feet, tangent = 22.95 feet, deflection angle = 18 degrees 39'55", a distance of 45.48 feet along said curve; N 34 degrees 50'05" W, 30.01 feet; thence Northeasterly along a circular curve which is convex to the Southeast whose radius = 754.26 feet, tangent = 84.76 feet, deflection angle = 12 degrees 49'25", a distance of 168.81 feet along said curve; thence continuing Northeasterly along a circular curve which is convex to the Northwest whose radius = 229.58 feet, tangent = 72.02 feet, deflection angle = 34 degrees 50'00", a distance of 139.57 feet along said curve; thence Easterly along a circular curve which is convex to the North whose radius = 226.76 feet, tangent = 19.76 feet, deflection angle 9 degrees, 57'40", a distance of 39.42 feet along said curve; thence South 74 degrees 49'16" E, 202.24 feet; thence S 55 degree 00'00" E, 252.00 feet; thence Southeasterly along a circular curve which is convex to the Southwest whose radius = 318.34 feet, tangent = 58.81 feet, deflection angle = 20 degrees 55'55", a distance of 116.30 feet along said curve; thence S 14 degrees 4'06" W, 107.53 feet; thence N 87 degrees 30'00" W, 221.16 feet; thence N 00 degrees 00'00" E, 17.73 feet to the point of beginning, containing 3.92 acres, more or less.

Court K

Part of the NW 1/4 of Section 24, T 35 N, R 9 W of the 2nd P. M., Lake County, Indiana, described as beginning at the Northeast corner of Springvale Farms Court G, as recorded in the Office of the Recorder of Lake County, Indiana; thence Northeasterly along the boundary of said Court G, the following six (6) courses: N 89 degrees 39'53" W, 205.70 feet; N 71 degrees 26'59" W, 86.92 feet; N 23 degrees 39'00" W, 97.02 feet; N 5 degree 39'00" W, 61.28 feet; N 87 degrees 30'00" W, 47.56 feet; N 2 degrees 30'00" E, 57.00 feet; thence N 14 degrees 4'06" E, 107.53 feet; thence Easterly along a circular curve which is convex to the South whose radius = 318.34 feet, tangent = 49.67 feet, deflection angle = 17 degrees 44'08", a distance of 98.54 feet along said curve; thence S 03 degrees 40'02" E, 15 feet; thence S 89 degrees 39'53" E, 97.28 feet; thence S 02 degrees 00'59" E, 120.12 feet; thence S 89 degrees 39'53" E, 152.00 feet to the East line of said Northwest 1/4; thence S 00 degree 20'07" W, 196.73 feet along said East line to the point of beginning, containing 2.05 acres, more or less.

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EXHIBIT B

The "Community Facilities" or "Common Areas" shall mean the following:

The areas referred to as Peachtree Court and Chestnut Court as depicted in the plat known as 'Springvale Farms' - A Resubdivision of Springvale Farms Court C, Liber 056 page 07, document 723476 recorded August 31, 1980.



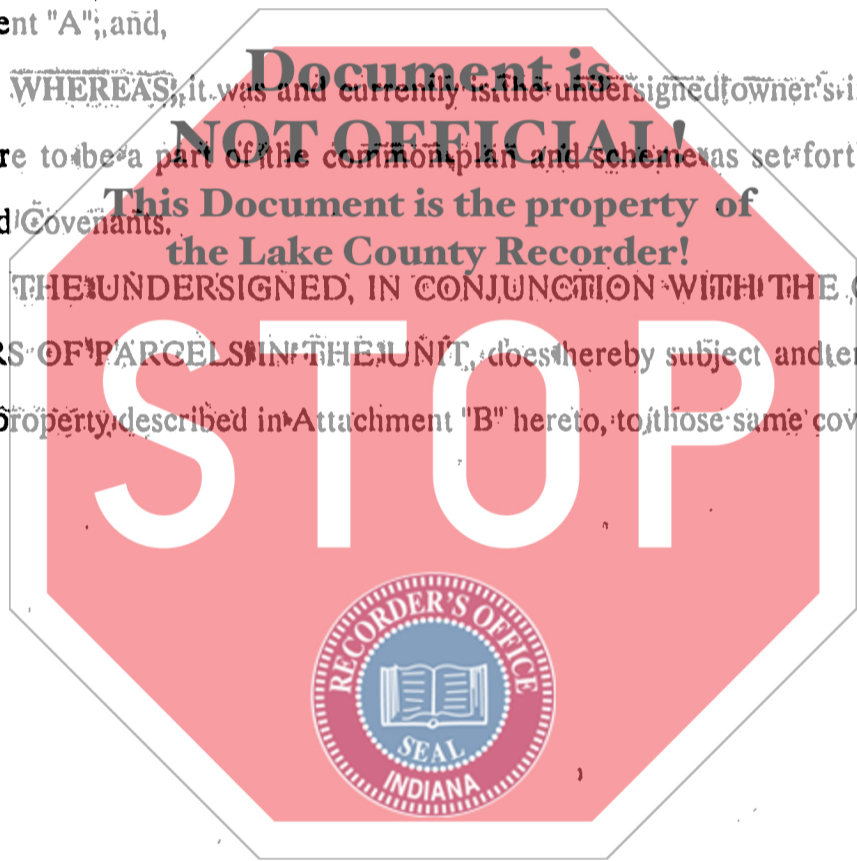
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court E, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



11 Tambrey Drive
Karratha
WESTERN AUSTRALIA 6714

29 November 1990

Springvale Homeowners' Association
PO Box 10864
Merrillville
Indiana 46411
U.S.A.

Attention: Ms Nancy Stevens

Dear Ms Stevens:

Ref: Property at 1969 Aspen Court, Crown Point, Indiana 46307

We received your letter of 14 November 1990 and apologise for not responding earlier. However, we have not as yet received the document which you reference in your letter.

Therefore, by copy of this letter, we agree to all terms and conditions necessary for the Association to function. Notarisation is not utilised in Australia so this authorisation needs to suffice.

Please advise if additional information is required.

Yours sincerely,



Richard W. Harnist

MR & MRS RICHARD W. HARNIST

Linda H. Harnist

The above Richard W. and Linda H. Harnist,
both known to me personally, did affirm that the facts
as stated above and in the foregoing instruments are to their
best knowledge and are true. Signed and sealed this 10th day of
December, 1990.
My commission expires Oct 16, 1994
County of Residence of Notary: Lake

Nancy J. Stevens

Wanda L. Pozywio
Owner (signed)

WANDA L. POZYWIO
Owner (printed)

1841 Redwood Ct.
Lot Address/Unit

Oct 20, 1990
Date

2-2 Court

Angela Rich
Owner (signed)

ANGELA RICH
Owner (printed)

1815 Redwood Ct.
Lot Address/Unit

Oct 20, 1990
Date

5-3

Raymond C Baker
Owner (signed)

RAYMOND C BAKER
Owner (printed)

1845 REDWOOD COURT
Lot Address/Unit

Oct 21, 1990
Date

1-4

Renée L Zubary
Owner (signed)

1827 Redwood Ct
Owner (printed)

1827 Redwood Ct
Lot Address/Unit

Oct 21, 1990
Date

4-1

Thelma Papp
Owner (signed)

THELMA PAPP
Owner (printed)

1833 Redwood Ct
Lot Address/Unit

Oct 21, 1990
Date

3-2

Michael E. Papp
Owner (signed)

MICHAEL E. PAPP
Owner (printed)

1833 REDWOOD Ct
Lot Address/Unit

Oct 21, 1990
Date

3-2

Barbara E. Kienbaum
Owner (signed)

Barbara E. Kienbaum
Owner (printed)

1837 Redwood Ct
Lot Address/Unit

Oct 21, 1990
Date

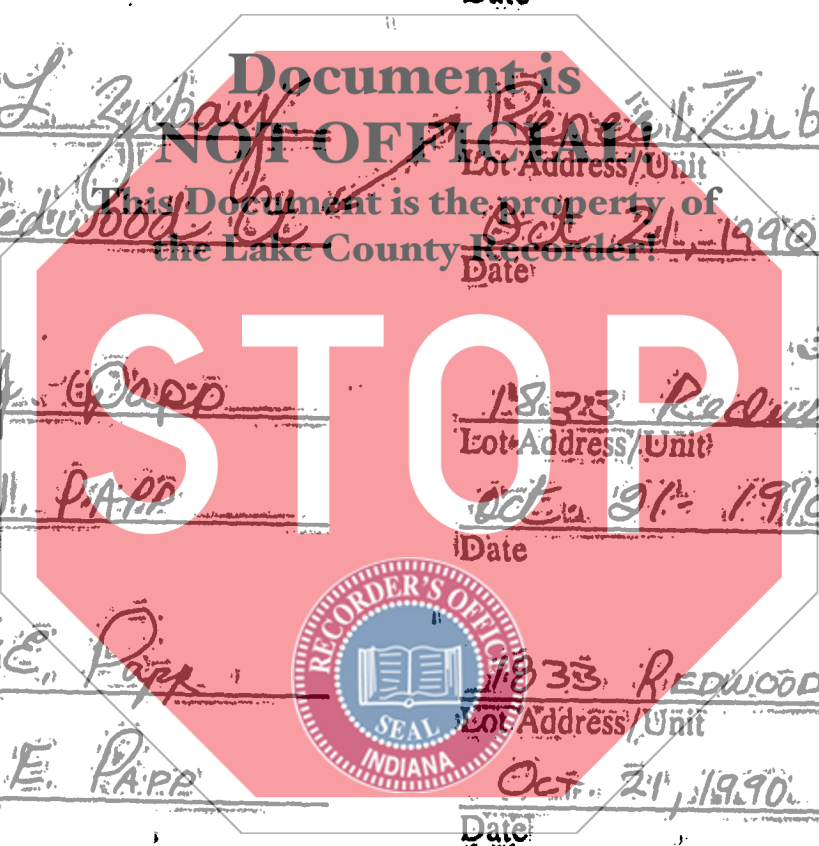
2-4

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 21st day of October, 1990.

Chyllis A. Ternés
Notary Public CHYLLIS A. TERNE'S

My Commission Expires: 9-30-91
County of Residence of Notary: Lake



Court

Billy J. Pickett
Owner (signed)
Billy J. Pickett
Owner (printed)

1813 Redwood Court E
Lot Address/Unit
10-17-90
Date

5-4

Mary J. Pickett
Owner (signed)
MARY J. Pickett
Owner (printed)

1813 Redwood Court E
Lot Address/Unit
10-17-90
Date

5-4

John A. Pearson
Owner (signed)
JOHN A. PEARSON
Owner (printed)

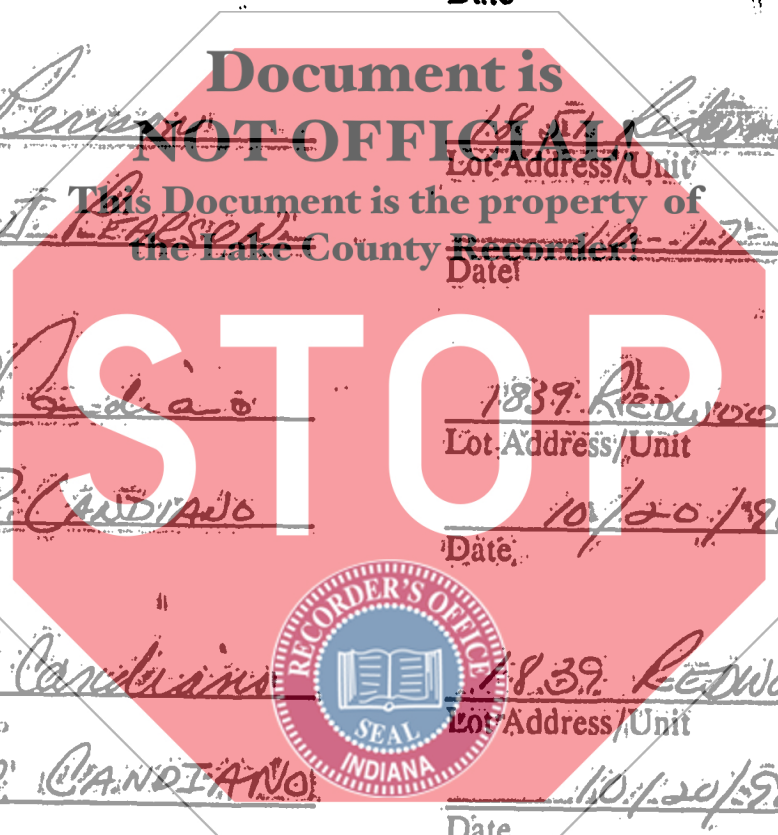
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Lot Address/Unit
10-17-90
Date

1-1

Betty J. Pearson
Owner (signed)
BETTY J. PEARSON
Owner (printed)

1857 Redwood Ct. E
Lot Address/Unit
10-17-90
Date

1-1



Joseph P. Cardiano
Owner (signed)
JOSEPH P. CARDIANO
Owner (printed)

1839 Redwood Ct. E
Lot Address/Unit
10/20/90
Date

2-3

Renee R. Cardiano
Owner (signed)
RENEE R. CARDIANO
Owner (printed)

1839 Redwood Ct. E
Lot Address/Unit
10/20/90
Date

2-3

Dolores Zubay
Owner (signed)
DOLORES ZUBAY
Owner (printed)

1843 Redwood E
Lot Address/Unit
10-20-90
Date

2-1

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 20th day of October, 1990.

Phyllis A. Ternes
Notary Public PHYLLIS A. TERNES

My Commission Expires: 9-30-91
County of Residence of Notary: Lake

Court

Phillip A. Terres
Owner (signed)

3-4
1829 REDWOOD CT.
Lot Address/Unit

E

PHILLIP A. TERRES
Owner (printed)

11-5-90
Date

Lytle A. Terres
Owner (signed)

3-4
1829 REDWOOD CT.
Lot Address/Unit

E

LYTLE A. TERRES
Owner (printed)

11-5-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

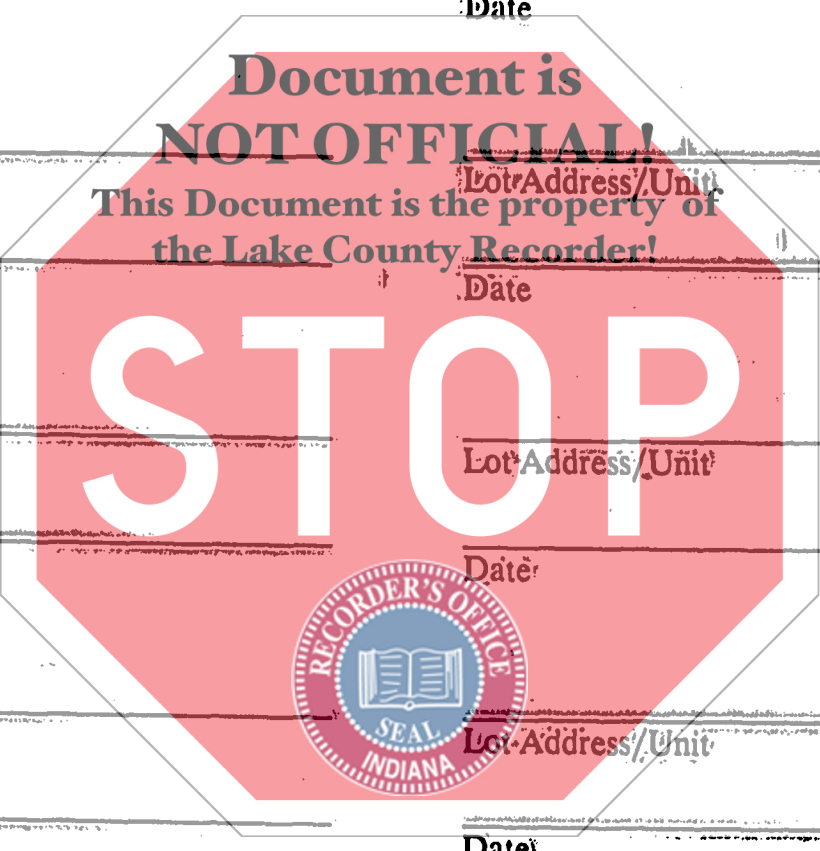
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon this/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 9 day of November, 1990.

Pamela A. Lingel
Notary Public

My Commission Expires: 12-17-93
County of Residence of Notary: Lake

COURT

[Signature]
Owner (signed)

1825 Redwood Court E
Lot Address/Unit

4-2

ANT JOHNSON
Owner (printed)

10-22-90
Date

[Signature]
Owner (signed)

1849 Redwood Court E
Lot Address/Unit

1-2

KENT R ARNOLD
Owner (printed)

10-22-90
Date

Susan K. Barnes
Owner (signed)

1831 Redwood Court E
Lot Address/Unit

3-3

SUSAN K. BARNES
Owner (printed)

10-22-90
Date

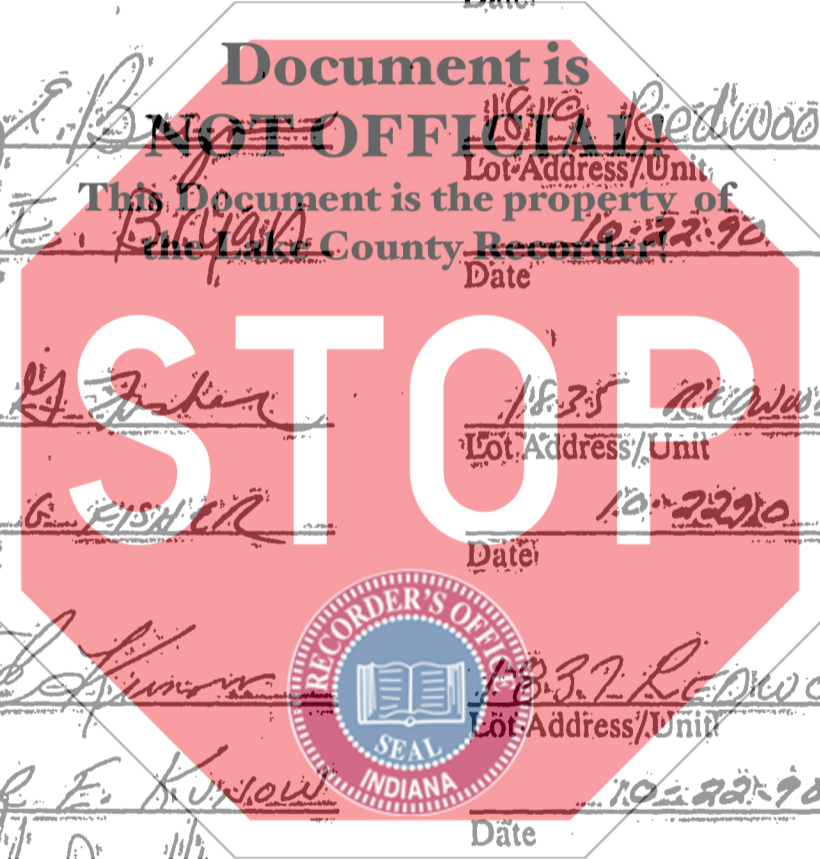
Nancy E. [Signature]
Owner (signed)

1810 Redwood Ct. E
Lot Address/Unit

5-1

Nancy E. [Signature]
Owner (printed)

10-22-90
Date



Michael G. Fisher
Owner (signed)

1835 Redwood Ct E
Lot Address/Unit

3-1

MICHAEL G. FISHER
Owner (printed)

10-22-90
Date

[Signature]
Owner (signed)

1837 Redwood Ct. E
Lot Address/Unit

2-4

ARTHUR E. KUSOW
Owner (printed)

10-22-90
Date

[Signature]
Owner (signed)

1847 REDWOOD COURT E
Lot Address/Unit

1-3

PAUL GODOCK, JR.
Owner (printed)

10-22-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 3rd day of Oct 1990, 1990.

[Signature]
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Richard N. Rubinstein

Owner (signed)

RICHARD N. RUBINSTEIN

Owner (printed)

43 E

1823 Redwood Court

Lot Address/Unit

11/29/90

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

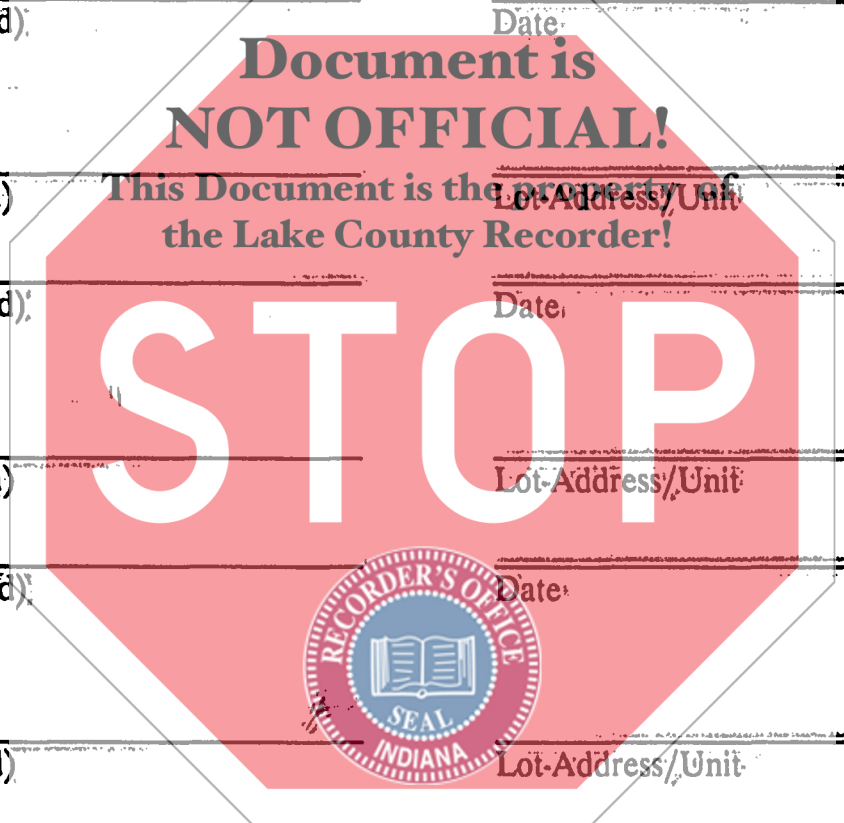
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 2nd day of Dec 1990, 1990.

Georgia Chelowski
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

RESTRICTIVE ENDORSEMENT OF COVENANTS

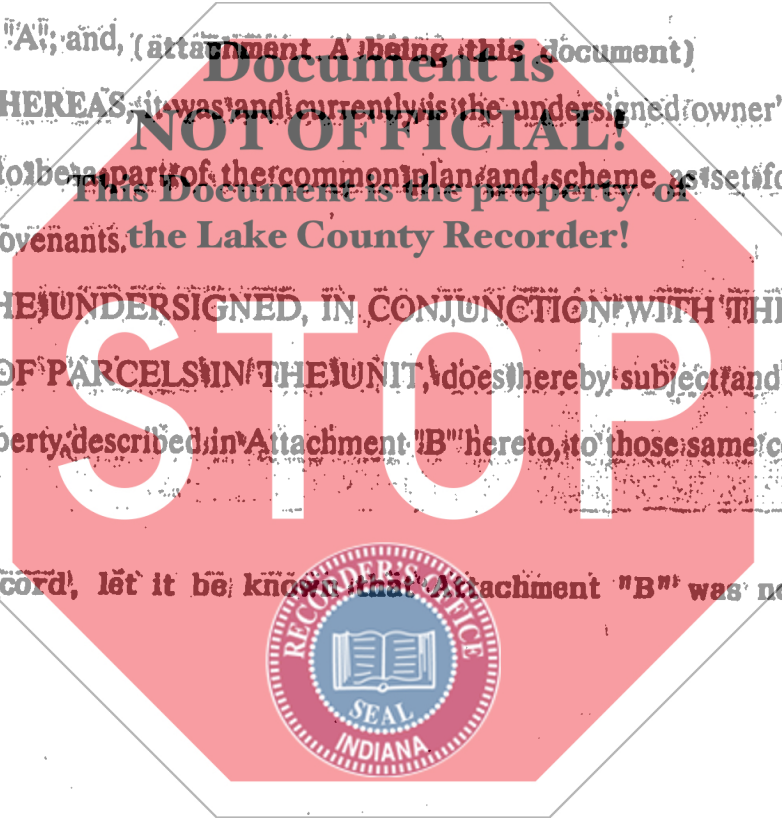
WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court Redwood Springvale Townhomes (Attachment "B"); and, (Attachment "B" being the property descriptions of Springvale)

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and, (attachment A being this document)

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants, the Lake County Recorder!

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.

For the record, let it be known that Attachment "B" was not distributed.



[Handwritten Signature]
Owner, (signed)
LYNDA R. STODOL
Owner (printed)

4-4
1821 Redwood Court
Lot Address/Unit
DECEMBER 3, 1990
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s), and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 3rd day of December, 1990.

Donna Heffner
Notary Public

My Commission Expires: 8/25/92
County of Residence of Notary: Lake



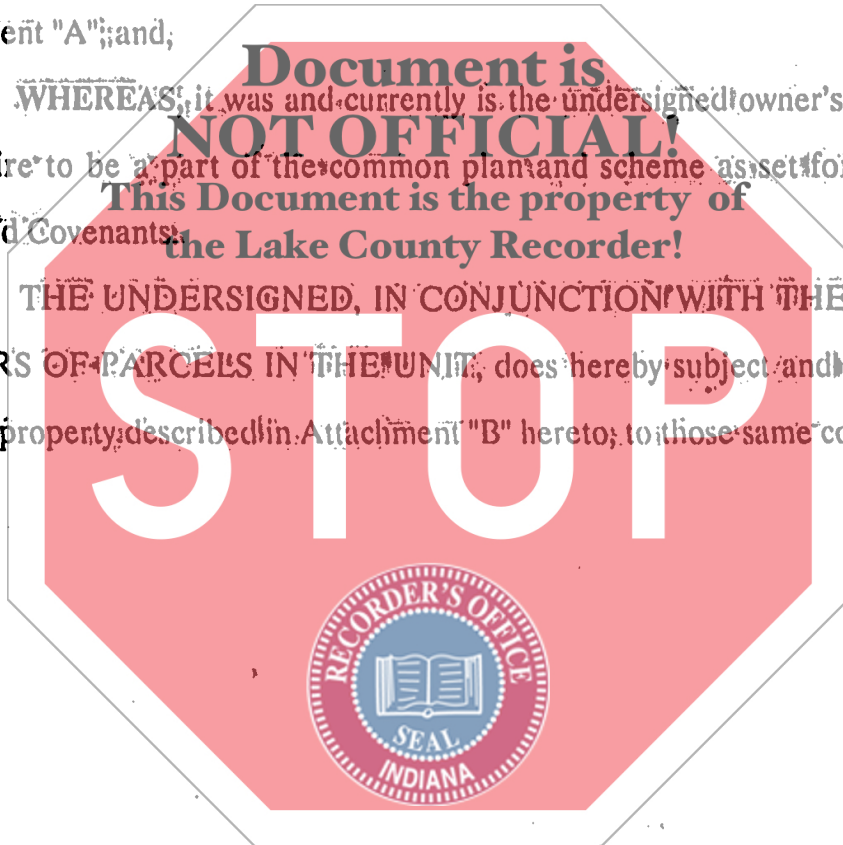
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court E.I.H. Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants;

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



COURT

Brian R. Gomez
Owner (signed)

1860 Plum Ct. 21-1
Lot Address/Unit

I

Brian R. Gomez
Owner (printed)

10-21-90
Date

Terri J. Gomez
Owner (signed)

1860 - Plum Ct 21-1
Lot Address/Unit

I

Terri J. Gomez
Owner (printed)

10-21-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

MARIE BUCHHEITZ
Owner (signed)

1817 Redwood Ct. 5-2
Lot Address/Unit

E

MARIE BUCHHEITZ
Owner (printed)

10/27/90
Date

Judith L. Peacock
Owner (signed)

1890 Analea Court 14-1
Lot Address/Unit

H

Judith L. Peacock
Owner (printed)

10/27/90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

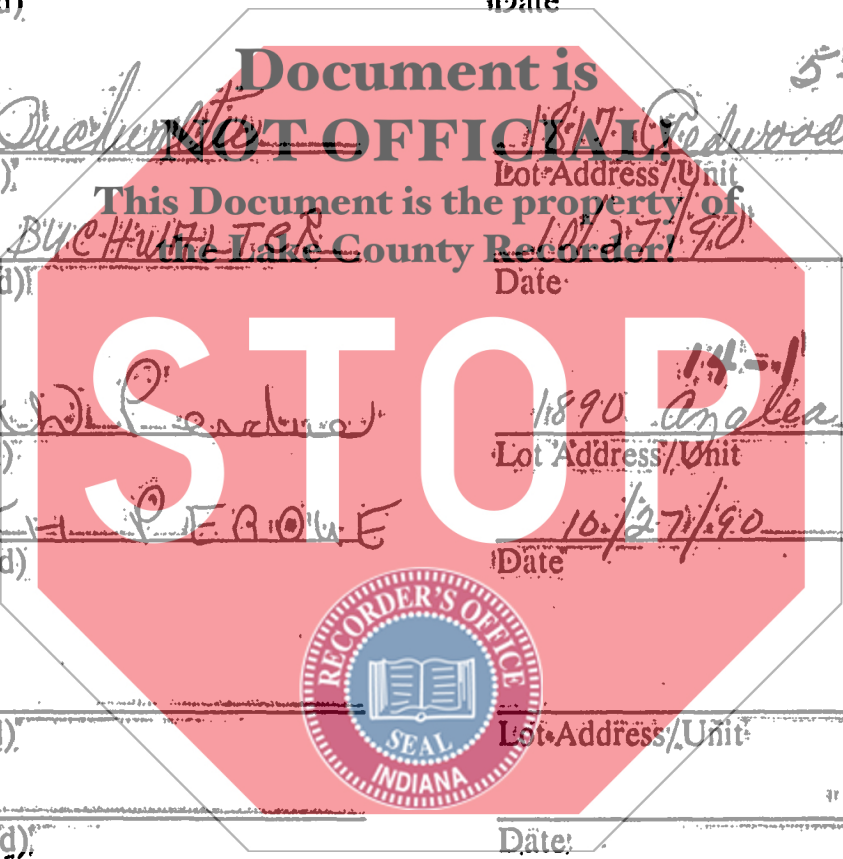
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 24th day of Dec, 1990.

Robert D. Dipe
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake



Cover

Sheila M. Vaneck
Owner (signed)
Sheila M. Vaneck
Owner (printed)

1841 Springvale Dr 37-3
Lot Address/Unit
Oct. 20, 1990
Date

DEBRA H. DIERFELER
Owner (signed)
Debra H. Dierfeler
Owner (printed)

1825 Springvale Dr 42-3
Lot Address/Unit
Oct. 20, 1990
Date

Glenn J. Claypool
Owner (signed)
Glenn J. Claypool
Owner (printed)

1817 Springvale Dr 43-3
Lot Address/Unit
10-19-90
Date

Lisa G. Walton
Owner (signed)
Lisa G. Walton
Owner (printed)

1839 Springvale Dr 37-2
Lot Address/Unit
10-21-90
Date

Owner (signed)

Owner (printed)

Lot Address/Unit

Date

Brad Carriere (deceased)
Owner (signed)
MILVAE C. CARRIERE
Owner (printed)

49 Springvale Dr 43-3
1879 Orchard Ct
Lot Address/Unit
10/23/90
Date

Mark C. Carriere (co-owner)
Owner (signed)
MARK C. CARRIERE
Owner (printed)

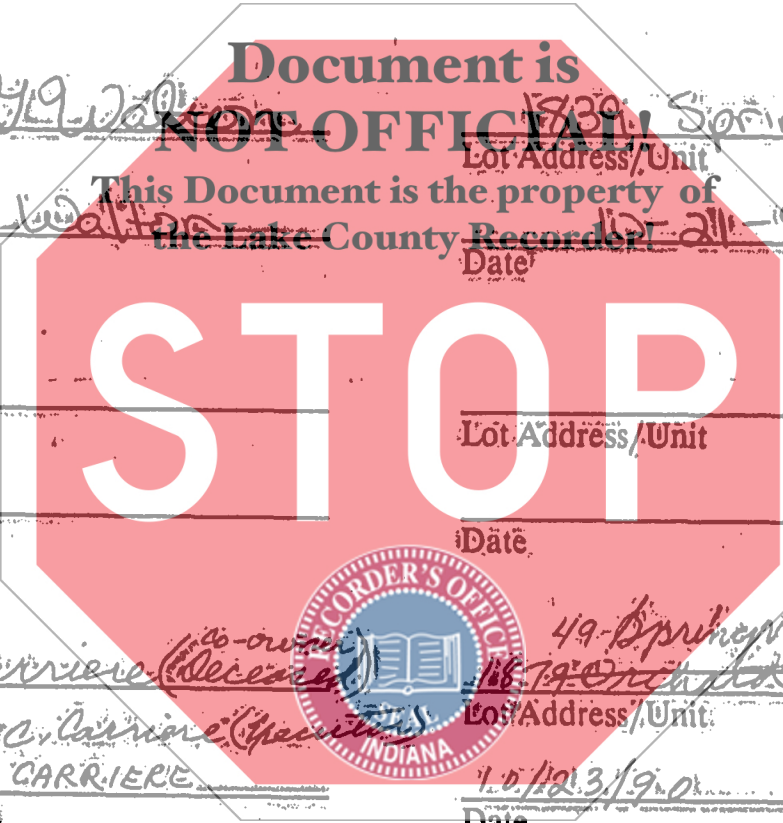
49 Springvale Dr 43-3
1879 Orchard Ct
Lot Address/Unit
10/23/90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 23 day of Oct, 1990.

Notary Public
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake



COVER

Linda B. Angell
Owner (signed)

1813 Springvale Dr 43-1
Lot Address/Unit

Linda B. Angell
Owner (printed)

10/17/90
Date

John L. Dierfler
Owner (signed)

1825 SPRINGVALE DR 42-3
Lot Address/Unit

JOHN L. DIERFLER
Owner (printed)

10-26-90
Date

Jason V. Patrick
Owner (signed)

11845 Springvale Dr 26-1
Lot Address/Unit

SUSAN PATRICKS
Owner (printed)

10-28-90
Date

Samuel J. Wysocki
Owner (signed)

1825 Springvale Dr 23-31
Lot Address/Unit

Samela J. Wysocki
Owner (printed)

10-28-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon this/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28 day of Oct, 1990.

Eugenia Waschinski
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake



RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court F, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants, **Document is NOT OFFICIAL. This Document is the property of the Lake County Recorder!**

STOP
THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Edgar A. Arzette
Owner (signed)

1909 Oakland Court
Lot Address/Unit

EDGAR A. ARZETTE
Owner (printed)

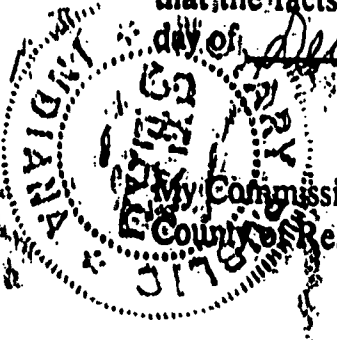
DECEMBER 5, 1990
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 9th day of December, 1990.

Nancy J. Stevens
Notary Public

My Commission Expires: Oct 16, 1994
County of Residence of Notary: Lake



**PORTER COUNTY BOARD OF HEALTH
CERTIFICATE OF DEATH**

**THIS DOCUMENT NOT VALID
UNLESS STAMPED ON REVERSE SIDE**

PRINT IN PERMANENT INK
IDENTIFICATION
POSITION
OFFICER
THIR

1. DECEASED—NAME (First, Middle, Last): BRADLEY S. CARRIERE		2. SEX: MALE	3a. TIME OF DEATH: 5:00 A.M.	3b. DATE OF DEATH (Month, Day, Yr.): JUNE 13, 1990
4. SOCIAL SECURITY NUMBER: 313-70-8898	5a. AGE—Last Birthday (Years): 30	5b. UNDER 1 YEAR Months: Days: Hours: Minutes:	5c. UNDER 1 DAY: Hours: Minutes:	6. DATE OF BIRTH (Mo., Day, Yr.): AUG. 19, 1959
7. BIRTHPLACE (City and State or Foreign Country): GARY, INDIANA	8a. WAS DECEDENT A U.S. VETERAN? NO	8b. YEAR LAST SERVED IN U.S. ARMED FORCES? NONE	9a. PLACE OF DEATH (Check only one. See instructions): HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA OTHER: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify): <input checked="" type="checkbox"/> Residence	
9b. FACILITY NAME (If not institution, give street and number): 460 SCARBOROUGH COURT		9c. CITY, TOWN, OR LOCATION OF DEATH: VALPARAISO	9d. COUNTY OF DEATH: PORTER	
10. MARITAL STATUS (Specify): NEV. MARRIED	11. SURVIVING SPOUSE (If wife, give maiden name): NONE	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): SECRETARY-TREASURER		12b. KIND OF BUSINESS/INDUSTRY: CO. MULTI-MEDIA DISTRIBUTING
13a. RESIDENCE—STATE: INDIANA	13b. COUNTY: LAKE	13c. CITY, TOWN, OR LOCATION: GROWN POINT	13d. STREET AND NUMBER: 1879 ORCHARD COURT	
13e. ZIP CODE: 46307	13f. INSIDE CITY LIMITS: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	14. CITIZEN OF WHAT COUNTRY: U.S.A.	15. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.)	16. RACE—American Indian, Black, White, etc. (Specify): WHITE
17. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): College (1-4 or 5+): 4		18. FATHER'S NAME (First, Middle, Last): JOHN CARRIERE		
19. MOTHER'S NAME (First, Middle, Maiden Surname): MILDRED PROVAZNIK		20a. INFORMANT'S NAME (Type/Print): MARK C. CARRIERE		
20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): 2023 DORCHESTER LN, SCHERERVILLE, IN 46375		20c. Relationship: BROTHER		
21a. METHOD OF DISPOSITION: <input checked="" type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify):		21b. DATE AND PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): JUNE 15, 1990 CALUMET PARK		21c. LOCATION—City or Town, State: MERRILLVILLE, INDIANA
22a. EMBALMER'S NAME: ALEXIS THANOS		22b. EMBALMER'S LICENSE NO.: FDE8600505	23. WAS DEATH REPORTED TO CORONER? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
24a. SIGNATURE OF FUNERAL DIRECTOR: <i>Robert A. Quatrone</i>		24b. LICENSE NUMBER (of Licensee): FD01001293	24c. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME: ST. ILINOVICH & WIATROLIK 7535 TAFT ST. MERRILLVILLE, IN 46410	
26. PART I: Enter the disease, injuries, or complications that caused the death. Do not enter nonspecific terms, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Asphyxiation DUE TO (OR AS A CONSEQUENCE OF) Carbon Monoxide Poisoning		Approximate Interval Between Onset and Death: Hours		
PART II: Other significant conditions—Conditions contributing to death but not previously stated in Part I.		27. WAS DECEDENT PREGNANT OR 90 DAYS POSTPARTUM? (Yes or no): No		28. WAS AN AUTOPSY PERFORMED? (Yes or no): Yes
29a. CERTIFIER (Check only one): <input type="checkbox"/> CERTIFYING PHYSICIAN: To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> HEALTH OFFICER: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) as stated. <input checked="" type="checkbox"/> CORONER: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.		29b. SIGNATURE AND TITLE OF CERTIFIER: <i>John A. Evans</i> Coroner of Porter County, Indiana		29c. MEDICAL LICENSE NO.: Coroner
29d. DATE SIGNED (Month, Day, Year): June 14, 1990		30. (NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print): John A. Evans, 517 Broadway, Chesterton, Indiana 46304		
31. HEALTH OFFICER'S SIGNATURE: <i>John A. Quatrone MD</i>		32. DATE FILED (Month, Day, Year): June 14, 1990		
33. MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input checked="" type="checkbox"/> Suicide <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Homicide		34a. DATE OF INJURY (Month, Day, Year): June 13, 1990	34b. TIME OF INJURY: 5:00 A.M.	34c. INJURY AT WORK? (Yes or no): No
34d. DESCRIBE HOW INJURY OCCURRED: Self-inflicted		34e. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify): Garage of Residence		
34f. LOCATION (Street and Number, or Rural Route Number, City or Town, State): 460 Scarborough Ct., Valparaiso, IN		34g. DATE PRONOUNCED DEAD (Month, Day, Year): June 13, 1990		
34h. MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.: No				



Henry A. Sancho
Owner (signed)

11891 Orchard Ct. 333
Lot Address/Unit

F

Henry A. Sancho
Owner (printed)

OCT 18, 1990
Date

Joan Petris
Owner (signed)

1087 ORCHARD CT 34-1
Lot Address/Unit

F

JOAN C. PETRIS
Owner (printed)

OCT 20, 1990
Date

John S. Filbeck
Owner (signed)

1581 Orchard Ct 34-4
Lot Address/Unit

F

John S. Filbeck
Owner (printed)

10/20/90
Date

Michele M. Filbeck
Owner (signed)

1581 Orchard Ct 34-4
Lot Address/Unit

F

Michele M. Filbeck
Owner (printed)

10/20-90
Date

Mary W. Wasiliewski
Owner (signed)

1901 Orchard Ct 32-2
Lot Address/Unit

F

Mary W. Wasiliewski
Owner (printed)

10-20-90
Date

Eugenia Wasiliewski
Owner (signed)

1901 Orchard Ct 32-2
Lot Address/Unit

F

Eugenia Wasiliewski
Owner (printed)

10-20-90
Date

Brad Carriere (deceased)
Owner (signed)
Mildred C. Carriere (Executor)

1879 Orchard Ct 35-1
Lot Address/Unit

F

MILDRED C. CARRIERE
Owner (printed)

10/23/90
Date

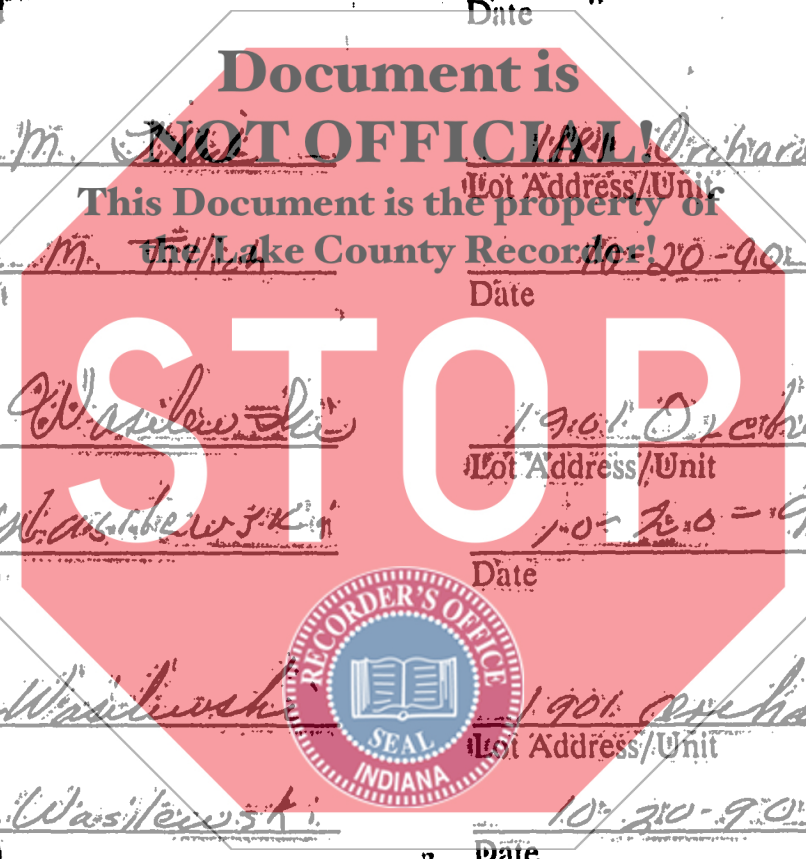
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 25 day of Oct, 1990:

Eugenia Wasiliewski
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Robert H. Dwyer



COURT

Rafael L. Guzman
Owner (signed)

1911 ORCHARD CT. 36-1 F
Lot Address/Unit

RAFAEL L. GUZMAN
Owner (printed)

10-20-90
Date

Richard B. Ridings
Owner (signed)

1877 ORCHARD CT 35-2 F
Lot Address/Unit

Richard B. Ridings
Owner (printed)

20-OCT-90
Date

Margaret A. Hartman
Owner (signed)

1903 Orchard Ct 324 F
Lot Address/Unit

Margaret A. Hartman
Owner (printed)

10/21/90
Date

Dolores D. Conroy
Owner (signed)

1875 Decided Ct 35-3 F
Lot Address/Unit

Dolores D. Conroy
Owner (printed)

10-21-90
Date

James M. Crist
Owner (signed)

1907 Orchard Ct 36-2 F
Lot Address/Unit

JAMES M. CRIST
Owner (printed)

10-22-90
Date

Dorothy E. Crist
Owner (signed)

1907 Orchard Ct 36-2 F
Lot Address/Unit

Dorothy E. Crist
Owner (printed)

10-22-90
Date

Diana Tobkin
Owner (signed)

1905 Orchard 36-4 F
Lot Address/Unit

Diana Tobkin
Owner (printed)

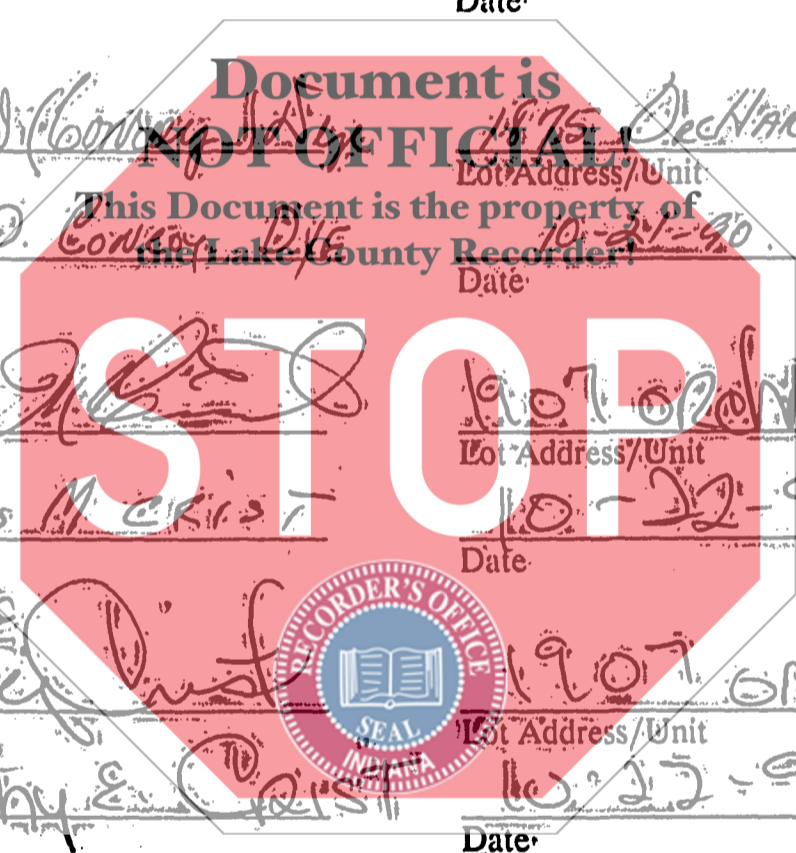
10-22-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 22 day of Oct, 1990.

Erigenia C. Wasilowski
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake



Orchard Ct

COURT

[Signature]
Owner (signed)

1899 Orchard Court
Lot Address/Unit

32-2

F

Owner (printed)

10-13-19
Date

Nancy J. Stevens
Owner (signed)

1895 Orchard Ct.
Lot Address/Unit

33-1

F

NANCY T. STEVENS
Owner (printed)

10-13-90
Date

Raymond C. Stevens
Owner (signed)

1895 Orchard Court
Lot Address/Unit

33-1

F

Raymond C. Stevens
Owner (printed)

Oct 13-1990
Date

Anne J. Noonan
Owner (signed)

1893 Orchard Ct.
Lot Address/Unit

33-2

F

Anne Noonan
Owner (printed)

10-13-90
Date

Frank D. Rikwalski
Owner (signed)

1883 Orchard Ct.
Lot Address/Unit

34-3

F

FRANK D. RIKWALSKI
Owner (printed)

10-13-90
Date

Russell Lee Brown
Owner (signed)

1873 Orchard Ct.
Lot Address/Unit

35-4

F

RUSSELL LEE BROWN
Owner (printed)

10-13-90
Date

Alberta R. Inskip
Owner (signed)

1873 Orchard Ct.
Lot Address/Unit

35-4

F

ALBERTA R. INSKIP
Owner (printed)

10-13-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 10-13 day of 10-13, 1990.

[Signature]
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Ernie C. Wasilowski



Gizella Kudla
Owner (signed)

1897 ORCHARD COURT 32-4
Lot Address/Unit

GIZELLA KUDLA
Owner (printed)

10-23-90
Date

Susan M Kudla
Owner (signed)

1897 ORCHARD COURT 32-4
Lot Address/Unit

SUSAN M. KUDLA
Owner (printed)

10-23-90
Date

Eraine Saniko
Owner (signed)

1897 ORCHARD COURT 32-3
Lot Address/Unit

ERAINÉ SANIKO
Owner (printed)

10-25-90
Date

Owner (signed)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 2nd day of 12-3-1990, 1990.

Eugenia C. Wankowski
Notary Public

My Commission Expires: 9/19/95
County of Residence of Notary: Lake

Walter L. Hayes, Jr.
Owner (signed)

1889 Orchard Court 33-4 F
Lot Address/Unit

Walter L. Hayes, Jr.
Owner (printed)

10-22-90
Date

Kenneth Wheeler
Owner (signed)

1885 ORCHARD COURT 34-3 F
Lot Address/Unit

KENNETH W. READER, JR.
Owner (printed)

10-22-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

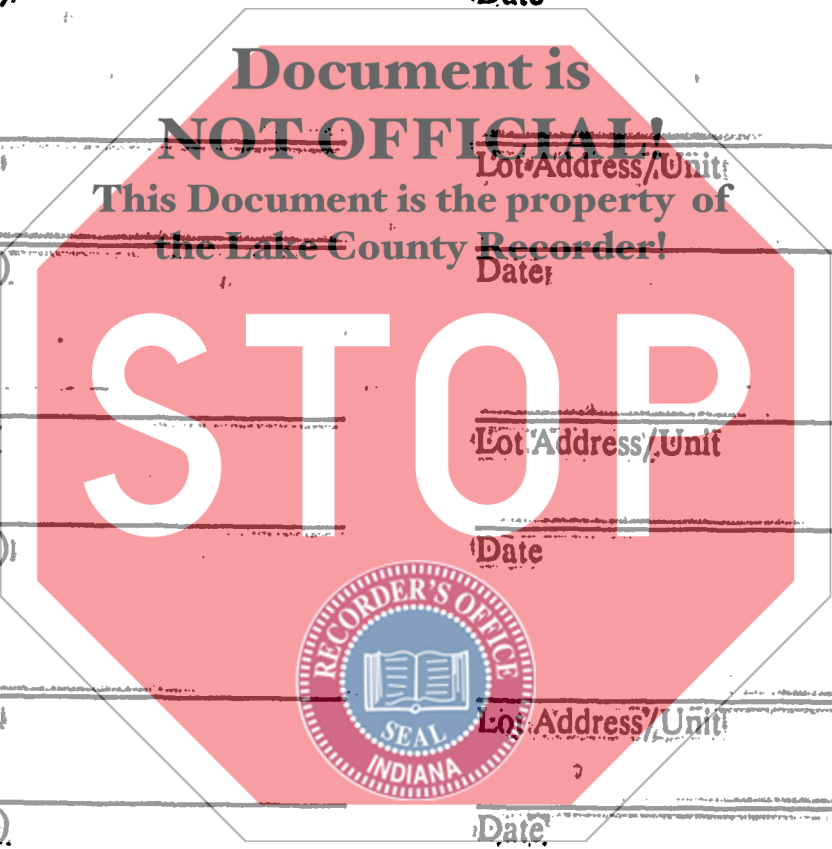
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 3rd day of Nov, 1990, 1990.

Eugenia Wasilowski
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake



RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court F, J, K Springvale Townhomes (Attachment "B"); and;

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and;

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants, **Document is NOT OFFICIAL!**
This Document is the property of the Lake County Recorder!

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Deborah A. Clay Pool
Owner (signed)

1817 Springdale Dr. Crown Point 43-3 J
Lot Address/Unit

DEBORAH A. CLAY POOL
Owner (printed)

10-13-90
Date

Rebecca Ann Elish
Owner (signed)

1815 Springdale Dr. Crown Pt 43-2 J
Lot Address/Unit

REBECCA ANN ELISH
Owner (printed)

10-13-90
Date

Dolores A. Conway Nye
Owner (signed)

1875 ORCHARD CT. 35-3 F
Lot Address/Unit

DOLORIS D. CONWAY NYE
Owner (printed)

10-13-90
Date

Diana T. ...
Owner (signed)

1905 Orchard Ct. 36-4 F
Lot Address/Unit

D.I.A.N.A. ...
Owner (printed)

10-13-90
Date

Albert K. Yothment Jr.
Owner (signed)

1959 Aspen Ct 44-2 K
Lot Address/Unit

Albert K. Yothment Jr.
Owner (printed)

10-14-90
Date

Karen A. Yothment
Owner (signed)

1959 Aspen Court 44-2 K
Lot Address/Unit

Karen A. Yothment
Owner (printed)

10-14-90
Date

Barbara S. Baert
Owner (signed)

1921 Springdale Dr 42-1 J
Lot Address/Unit

BARBARA S. BAERT
Owner (printed)

10-15-90
Date

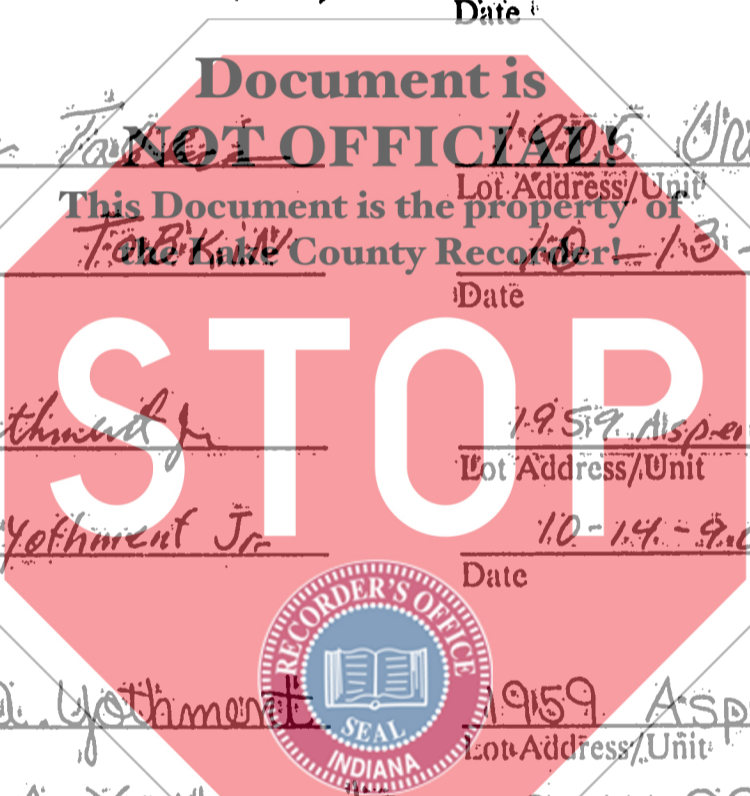
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 13 day of Oct, 1990.

Dolores D. Nye
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Eugene A. Whalinski



RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court G, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Timothy S. Bandura
Owner (signed)

1942 Pecan Court
Lot Address/Unit

11-2 G

Timothy S. Bandura
Owner (printed)

10/14/90
Date

Kathleen D. Bandura
Owner (signed)

1942 Pecan Court
Lot Address/Unit

11-2 G

Kathleen D. Bandura
Owner (printed)

10/14/90
Date

Stephen H. Piper
Owner (signed)

1952 Pecan Ct
Lot Address/Unit

12-3 G

STEPHEN H. PIPER
Owner (printed)

10-13-90
Date

Judith A. Stevens
Owner (signed)

1939 Pecan Ct
Lot Address/Unit

9-1 G

JUDITH A. STEVENS
Owner (printed)

10-15-90
Date

Patrick E. Piazak
Owner (signed)

1926 Pecan Ct
Lot Address/Unit

9-3 G

PATRICK E. PAZAK
Owner (printed)

10-15-90
Date

Joan L. Piazak
Owner (signed)

1930 Pecan Ct
Lot Address/Unit

9-3 G

JOAN L. PAZAK
Owner (printed)

10-15-90
Date

Madelene A. Polochak
Owner (signed)

1950 Pecan Ct
Lot Address/Unit

12-2 G

MADLENE A. POLOCHAK
Owner (printed)

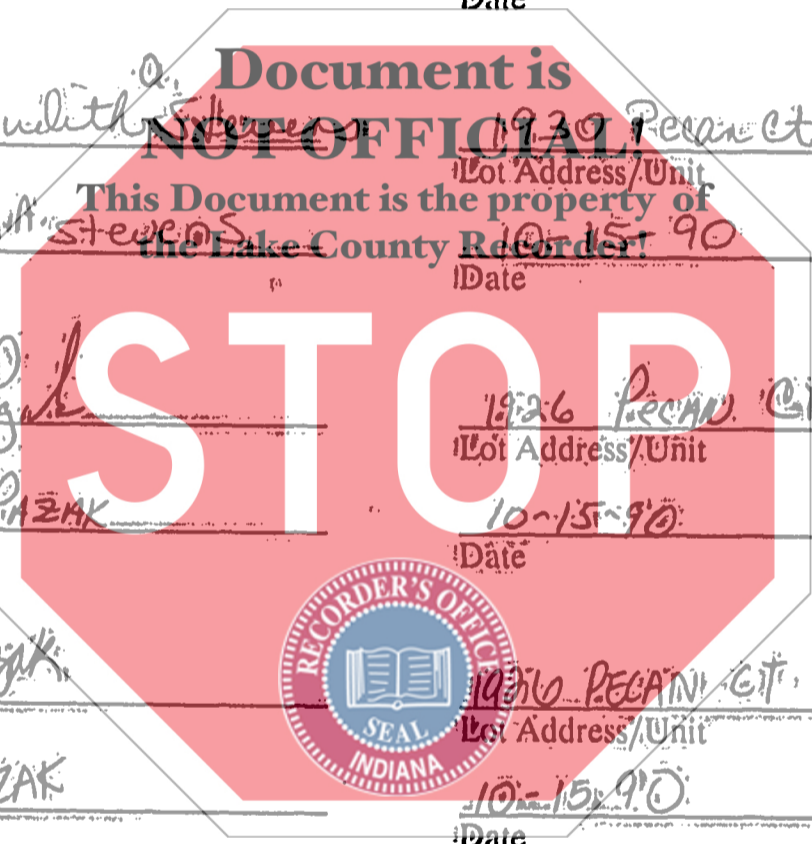
10-15-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 15 day of Oct, 1990.

David S. Dwyer
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake



COURT

David E Drury
Owner (signed)
DAVID E DRURY
Owner (printed)

G 1946 Pecan Ct. Crown Point IN 11-4
Lot Address/Unit 46307
10-14-90
Date

Helma Jean Drury
Owner (signed)
HELMA JEAN DRURY
Owner (printed)

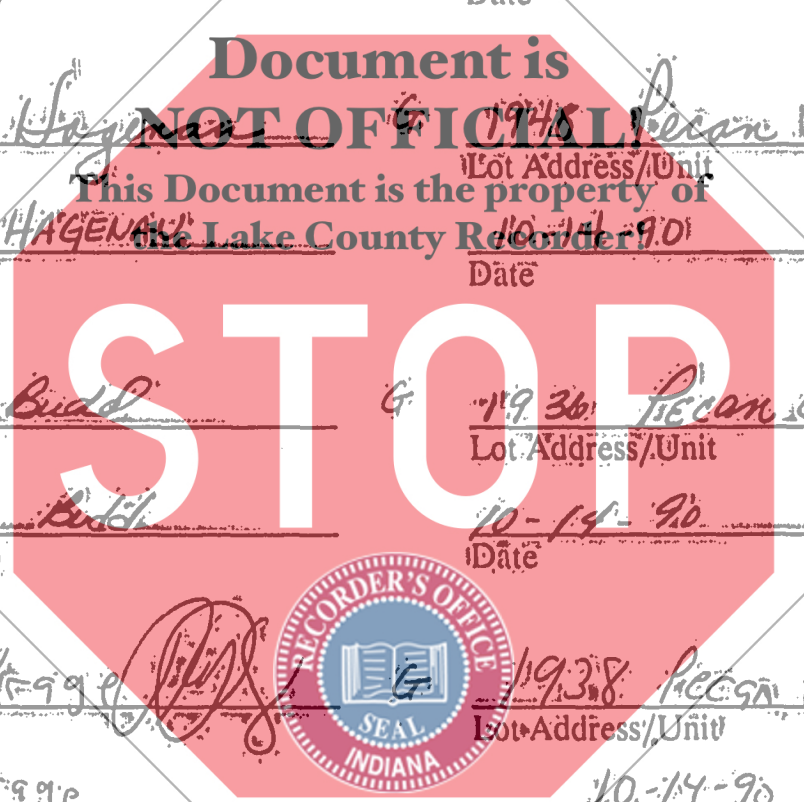
G 1946 PECAN CT, CROWN POINT, IN 11-4
Lot Address/Unit 46307
10-14-90
Date

William C. Hagenau
Owner (signed)
WILLIAM C. HAGENAU
Owner (printed)

G 1948 PECAN COURT, CROWN PT. 12-1
Lot Address/Unit
10-14-90
Date

Janice L. Hagenau
Owner (signed)
JANICE L. HAGENAU
Owner (printed)

G 1948 Pecan Ct. Crown Point, IN 12-1
Lot Address/Unit
10-14-90
Date



Frederick E. Budd
Owner (signed)
Frederick E. Budd
Owner (printed)

G 1936 Pecan Ct. Crown Point IN 10-3
Lot Address/Unit
10-14-90
Date

Keith Keage
Owner (signed)
Keith Keage
Owner (printed)

G 1938 Pecan Court, Crown Point IN 10-4
Lot Address/Unit
10-14-90
Date

Gregory C. Good
Owner (signed)
Gregory C. Good
Owner (printed)

G 1940 Pecan Court 11-1
Lot Address/Unit
10-14-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 14 day of Oct, 1990.

David E Drury
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

William E. St. Clair
Owner (signed)

WILLIAM E. ST. CLAIR
Owner (printed)

1964 SPRINGVILLE DR
Lot Address/Unit

10-21-90
Date

COURT
874 G
7/13 G

Jack D. Fulkerson
Owner (signed)

JACK D. FULKERSON
Owner (printed)

1970 SPRINGVILLE DR
Lot Address/Unit

10-21-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Owner (printed)

Owner (signed)

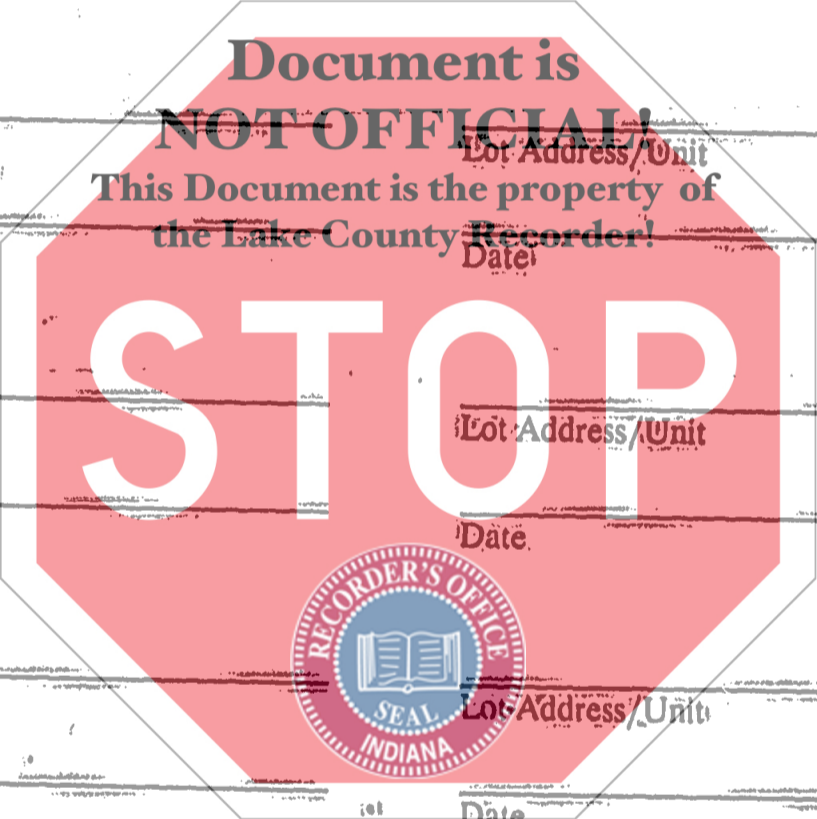
Owner (printed)

Owner (signed)

Owner (printed)

Owner (signed)

Owner (printed)



Lot Address/Unit

Date

Lot Address/Unit

Date

Lot Address/Unit

Date

Lot Address/Unit

Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 21 day of Oct, 1990.

Marcus D. Dyer
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

9-2

Joseph Lehr
Owner (signed)

1928 PECAN CT
Lot Address/Unit

JOSEPH LEHR
Owner (printed)

10/16/90
Date

G

Jeffery W. Anderson
Owner (signed)

1944 PECAN CT
Lot Address/Unit

11-3

JEFFERY W. ANDERSON
Owner (printed)

10/17/90
Date

G

Rebecca C. Anderson
Owner (signed)

1944 Pecan Ct.
Lot Address/Unit

11-3

Rebecca C. Anderson
Owner (printed)

10/20/90
Date

G

Martene J. Toporski
Owner (signed)

1932 Pecan Ct.
Lot Address/Unit

10-1

Martene J. Toporski
Owner (printed)

10/19/90
Date

G

Marcia W. Ballinger
Owner (signed)

1954 Pecan Ct.
Lot Address/Unit

12-4 G

MARCIA W. BALLINGER
Owner (printed)

10/19/90
Date

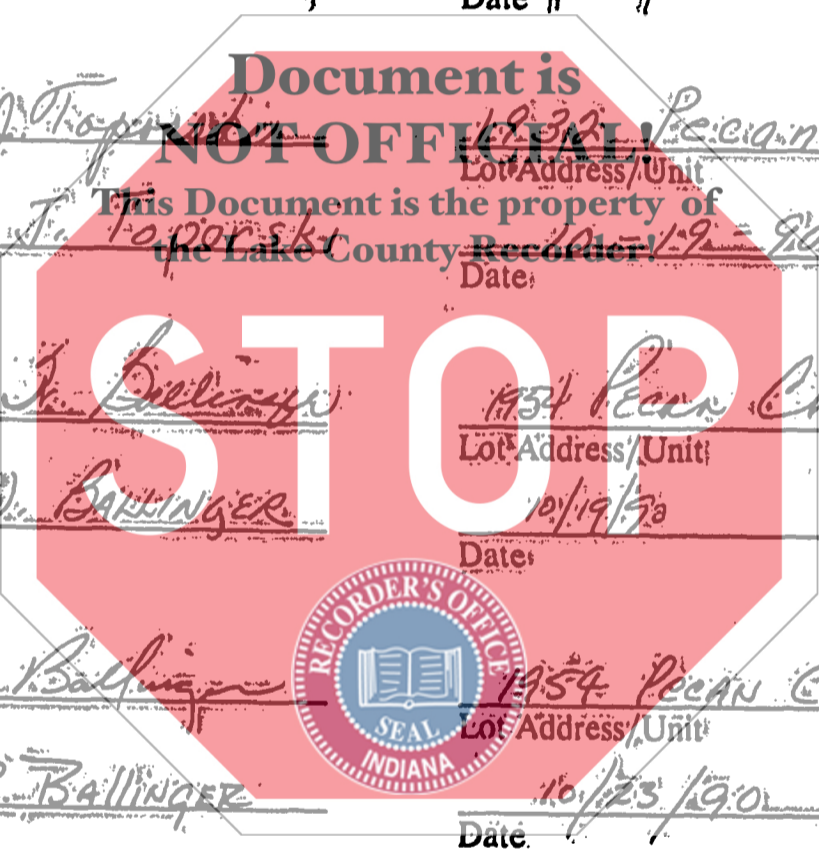
George R. Ballinger
Owner (signed)

1954 Pecan Ct.
Lot Address/Unit

12-4 G

GEORGE R. BALLINGER
Owner (printed)

10/23/90
Date



Owner (signed)

Lot-Address/Unit

Owner (printed)

Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon this/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 23 day of Oct, 1990.

Quint S. Denny
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

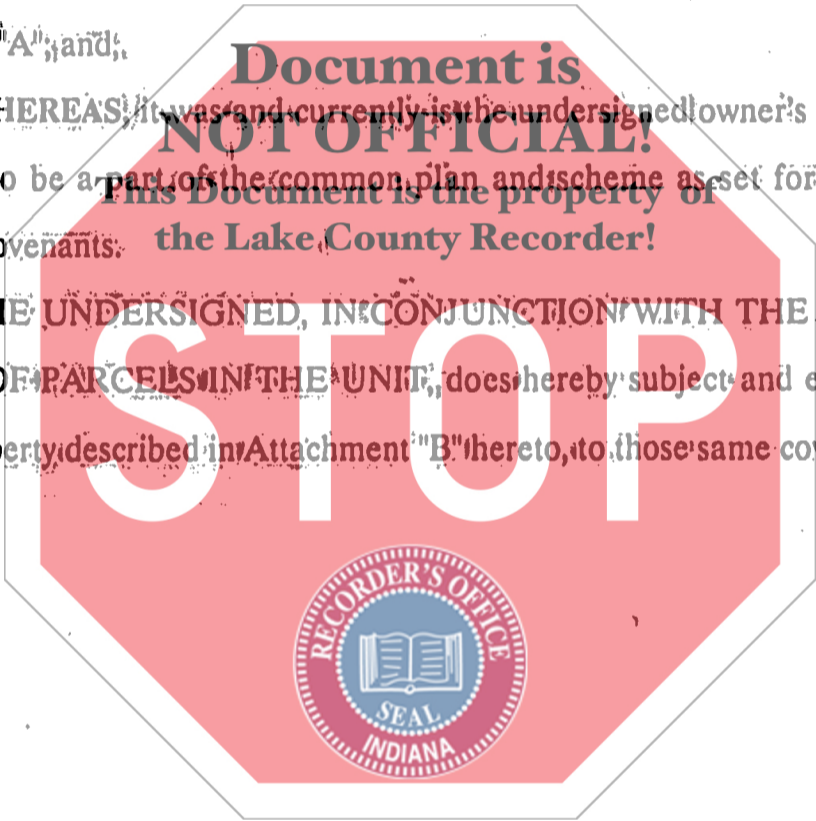
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court 6, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants: **Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!**

THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Alexis McMill
Owner (signed)

Alexis McMill
Owner (printed)

4-2
1934 Pecan Ct. (B)
Lot Address/Unit

12/8/90
Date

~~STATE OF INDIANA~~ ^{Kentucky} ~~COUNTY OF LAKE~~ ^{Jefferson} SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 8 day of December, 1990.

W. H. [Signature]
Notary Public

My Commission Expires: 7/15/93
County of Residence of Notary: ~~Lake~~ Jefferson

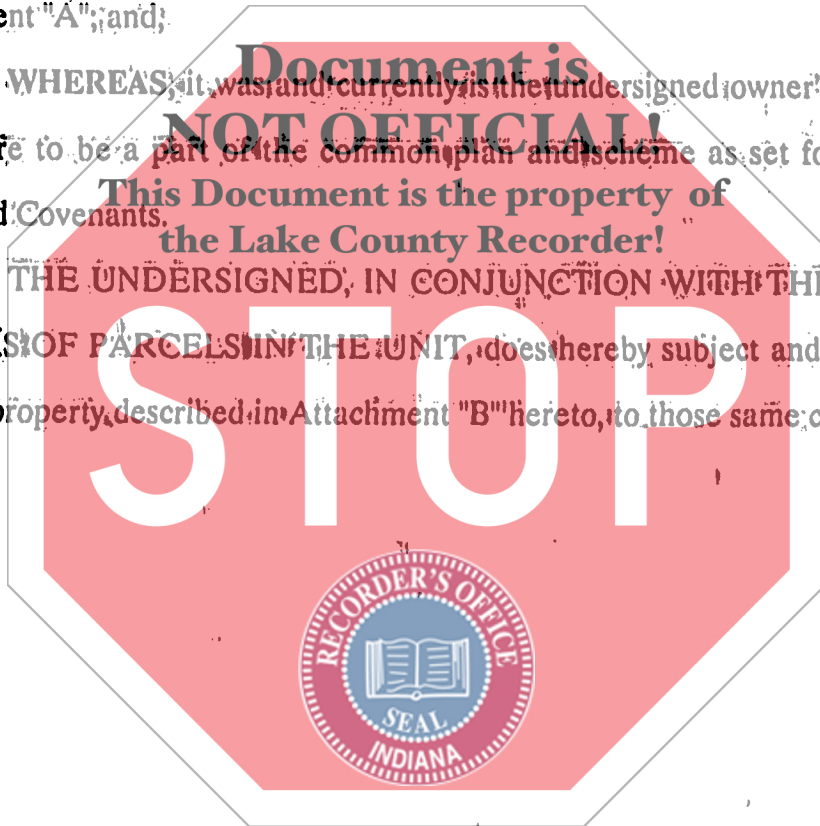
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court G, H, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana; and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and;

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

This Document is the property of the Lake County Recorder!
THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Rebecca Andorfer
Owner (signed):

1944 Pecan Ct. G
Lot Address/Unit

COURT

Rebecca Andorfer
Owner (printed):

10/23/90
Date

11-3

Edward A. Benson
Owner (signed):

1922 AZALEA CT. 13-1 #
Lot Address/Unit

BARBARA A. BENSON
Owner (printed):

10/29/90
Date

MICHAEL E. BARBAULD
Owner (signed):

1924 PECAN CT. 9-4 #
Lot Address/Unit

Michael E. Barbauld
Owner (printed):

11/18/90
Date

MICHAEL E. BARBAULD
Owner (signed):

1924 PECAN CT. 9-4 #
Lot Address/Unit

M. E. Barbauld
Owner (printed):

11/18/90
Date

Owner (signed):

Lot Address/Unit

Owner (printed):

Date

Owner (signed):

Lot Address/Unit

Owner (printed):

Date

Owner (signed):

Lot Address/Unit

Owner (printed):

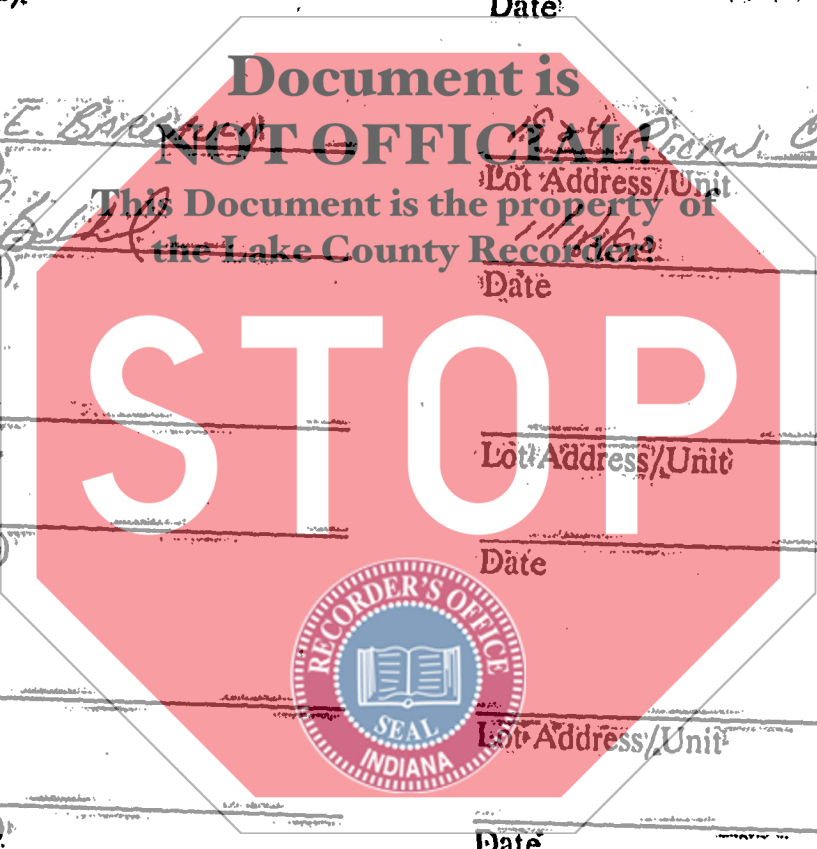
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon this/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 18 day of Nov, 1990.

Edward A. Benson
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake



COURT

Kim M. Galvan
Owner (signed)

KIM M. GALVAN
Owner (printed)

1918 AZALEA COURT
Lot Address/Unit

11-1-90
Date

13-3

H

Francis A. Gallo
Owner (signed)

FRANCIS A. GALLO
Owner (printed)

1910 AZALEA CT.
Lot Address/Unit

11-1-90
Date

18-2

H

Lorraine L. Gallo
Owner (signed)

LORRAINE L. GALLO (DECEASED)
Owner (printed)

1910 AZALEA CT.
Lot Address/Unit

11-1-90
Date

18-2

H

Catherine Ann Pasco
Owner (signed)

CATHERINE ANN PASCO
Owner (printed)

189 AZALEA COURT
Lot Address/Unit

11-2-90
Date

16-1

H

Joan Perry
Owner (signed)

Joan Perry
Owner (printed)

1916 S. Springvale Dr.
Lot Address/Unit

11-2-90
Date

7-1

G

Chris Hudak
Owner (signed)

CHRIS HUDAK
Owner (printed)

1968 Springvale Dr.
Lot Address/Unit

11-2-90
Date

7-2

G

Law Salin
Owner (signed)

LAW SALIN
Owner (printed)

1972 Springvale Dr.
Lot Address/Unit

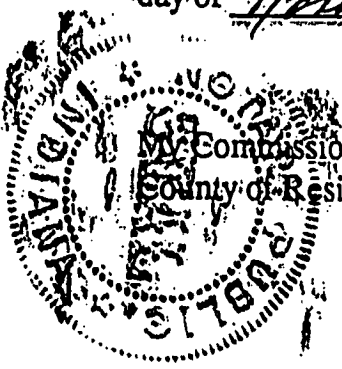
11-2-90
Date

7-4

G

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 2nd day of April, 1990!



My Commission Expires: 9-19-94
County of Residence of Notary: Lake

James A. Cole
Notary Public

Azalea

COURT

James B. Burdeau
Owner (signed)

1916 AZALEA COURT 13-4 H
Lot Address/Unit

JAMES B. BURDEAU
Owner (printed)

October 21, 1990
Date

Kathleen M. Cagney
Owner (signed)

1908 Azalea Ct. 18-1 H
Lot Address/Unit

Kathleen M. Cagney
Owner (printed)

Oct. 21, 1990
Date

Edward J. Tuomey
Owner (signed)

1910 Azalea Ct 17-1 H
Lot Address/Unit

Rosemary C. Tuomey
Owner (printed)

10/20/90
Date

Richard E. Poter
Owner (signed)

1896 Azalea Court 16-3 H
Lot Address/Unit

Mary Ann Poter
Owner (printed)

10/20/90
Date

Donald P. Potts
Owner (signed)

1906 Azalea Court 17-4 H
Lot Address/Unit

Cloude P. Potts
Owner (printed)

Oct. 27, 1990
Date

JOYCE A. MARACH
Owner (signed)

1912 Azalea Ct 18-3 H
Lot Address/Unit

Joyce A. Marach
Owner (printed)

10-27-90
Date

James F. Marach
Owner (signed)

1912 AZALEA CT. 18-3 H
Lot Address/Unit

JAMES F. MARACH
Owner (printed)

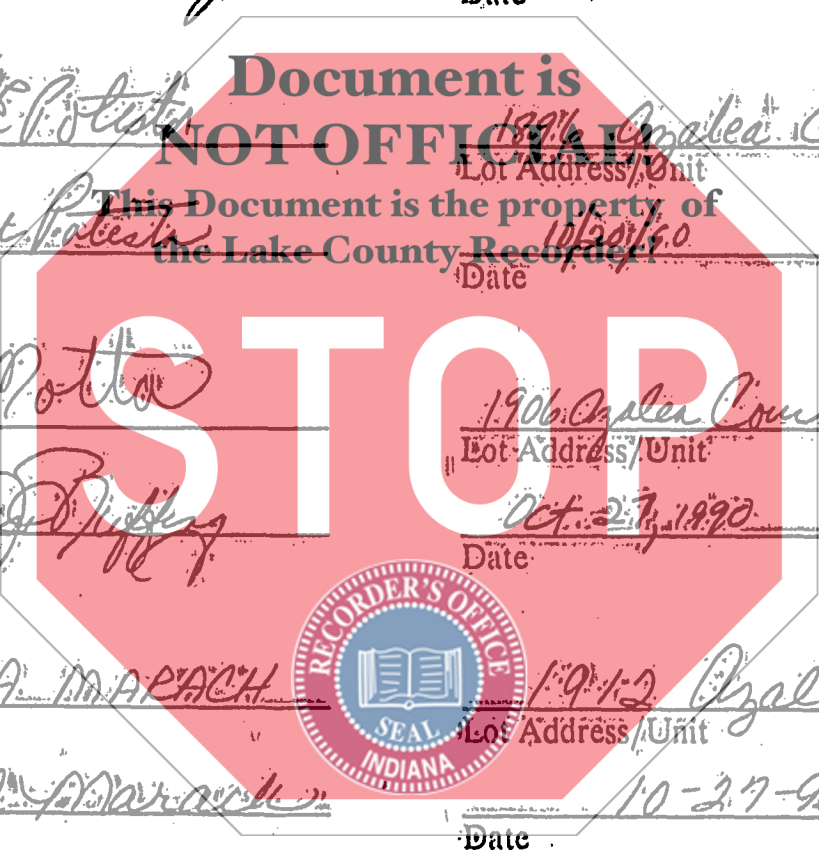
10-27-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 21st day of Oct 1990, 1990.

Eugenia Wasilowski
Notary Public

My Commission Expires: 9-19-
County of Residence of Notary: Lake



COURT

16-4

Barbara M Jaworski
Owner (signed)

1898 Anselm Ct. Crown Point
Lot Address/Unit

H

Barbara M Jaworski
Owner (printed)

10/28/90
Date

16-2 H

Marilynne Thomas
Owner (signed)

1894 Azalea Ct. Crown Point
Lot Address/Unit

MARILYNNE THOMAS
Owner (printed)

10/28/90
Date

14-3 H

Janet Ford
Owner (signed)

11886 Azalea Court, Crown Point
Lot Address/Unit

Janet Ford
Owner (printed)

12/3/90
Date

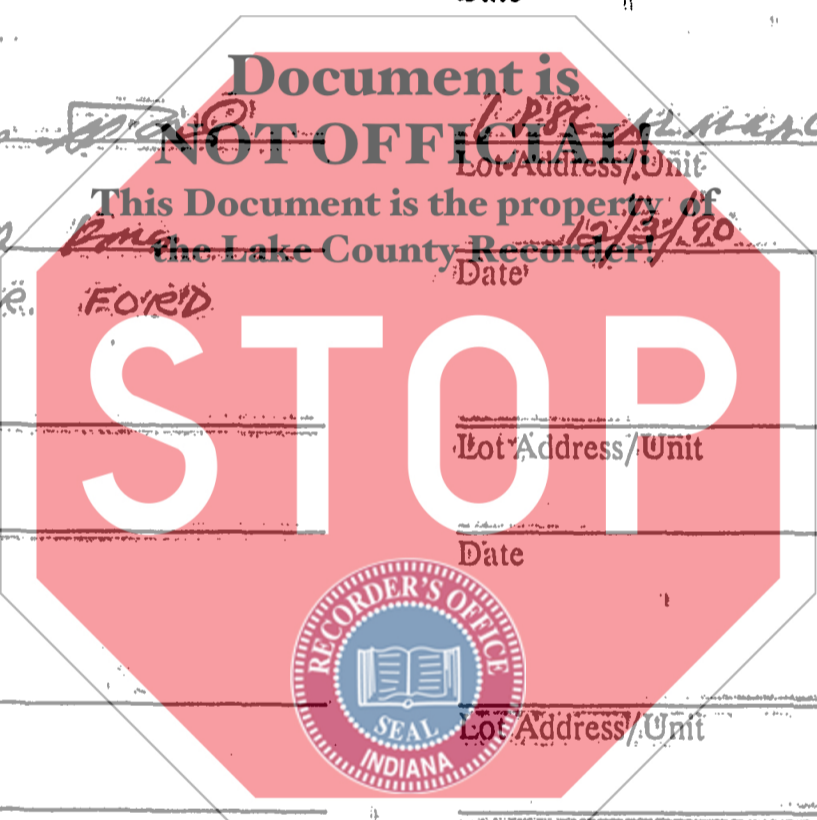
14-3 H

William R. Ford
Owner (signed)

1898 Anselm Ct. Crown Point
Lot Address/Unit

WILLIAM R. FORD
Owner (printed)

12/3/90
Date



Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 3rd day of Dec 1990, 1990.

Eugenia Wawilowski
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Wayne C King
Owner (signed)

WAYNE C KING
Owner (printed)

14-4
1884 AZALEA CT
Lot Address/Unit

11-7-90
Date

John W. Petkey
Owner (signed)

JOHN W. PETKEY
Owner (printed)

13-2
1920 AZALEA CT
Lot Address/Unit

11-7-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

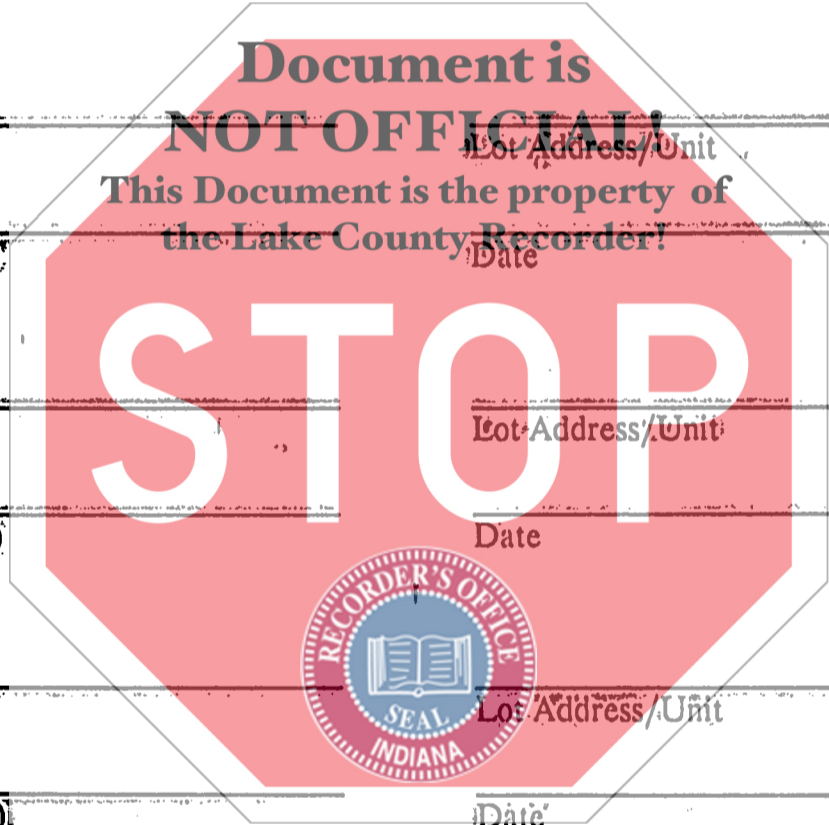
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 3rd day of Dec, 1990, 1990:

Eugene W. Warkewich
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

Aspen

1583

15-4 COURT #

Mark Clanton
Owner (signed)

1182 SPRINGVALE DR
Lot-Address/Unit

MARK CLANTON
Owner (printed)

NOV 17 1990
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

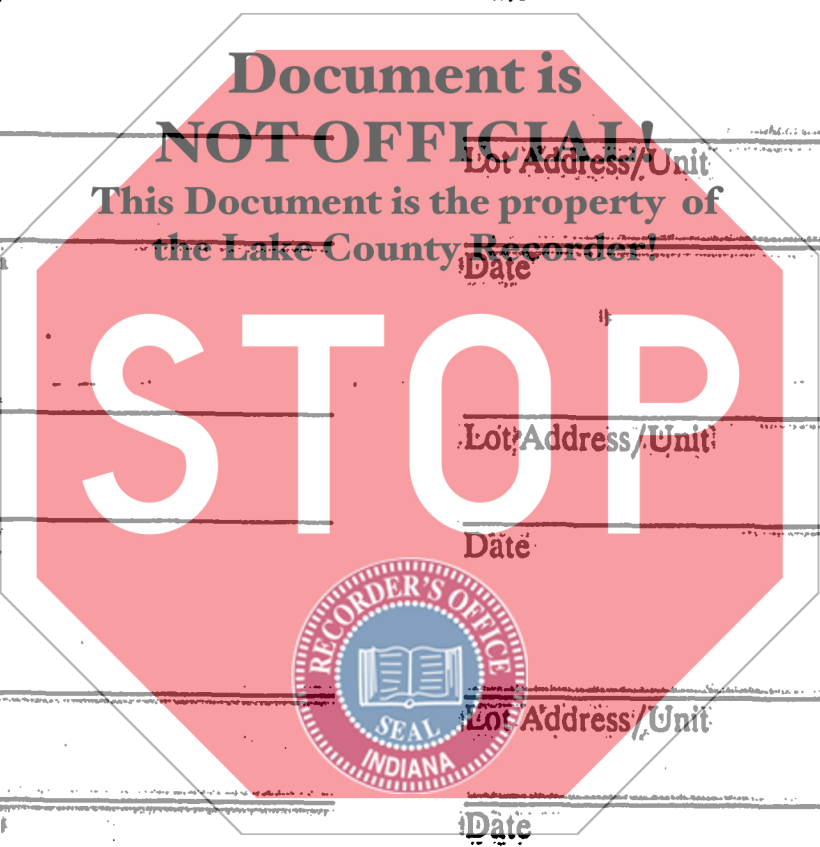
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 3rd day of 12-31-1990, 1990.

Eugene W. Wankowski
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

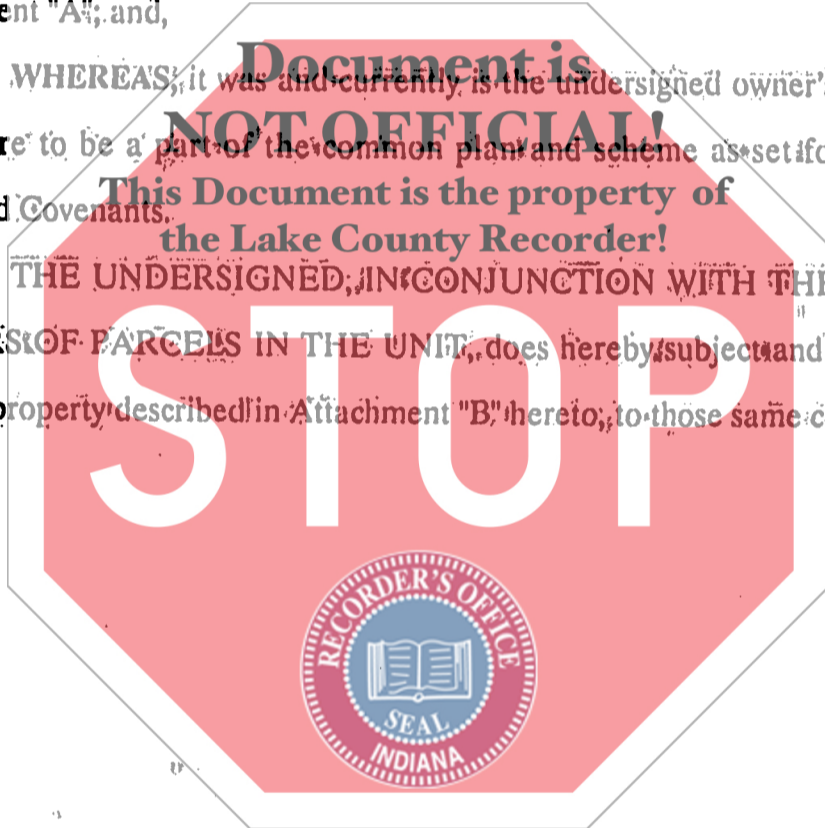
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court G, H, I, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

This Document is the property of the Lake County Recorder!
THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



COURT
I

William Szaller Jr.
Owner (signed)

1859 SPRINGVALE DR
Lot Address/Unit

25-4

WILLIAM SZALLER JR
Owner (printed)

11-1-90
Date

Helen Szaller
Owner (signed)

1859 Springvale DR
Lot Address/Unit

25-4

Helen Szaller
Owner (printed)

11-1-90
Date

I

Richard J. Luketich
Owner (signed)

1960 Springvale Drive
Lot Address/Unit

8-2

Richard J. Luketich
Owner (printed)

11/1/90
Date

G

Claudia J. Luketich
Owner (signed)

1969 Springvale Dr.
Lot Address/Unit

8-2

Claudia J. Luketich
Owner (printed)

11/1/90
Date

G

Eugenia Diaz
Owner (signed)

1962 Springvale Dr.
Lot Address/Unit

8-3

Eugenia Diaz
Owner (printed)

11/1/90
Date

Denise A. Dergo
Owner (signed)

1902 Ozalia Court
Lot Address/Unit

17-2

Denise A. Dergo
Owner (printed)

10/31/90
Date

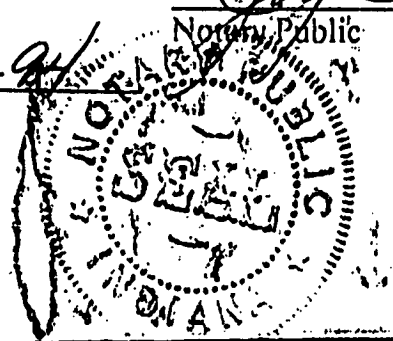
H

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the abovenamed owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 1st day of November, 1990.

Joyce A. Cole
Notary Public

My Commission Expires: 9-19-91
County of Residence of Notary: Lake



Sycamore

COURT

[Signature]
Owner (signed)

1884 Sycamore Ct 39-1
Lot Address/Unit #

JUNE M. STEEL
Owner (printed)

10/31/90
Date

[Signature]
Owner (signed)

18810 S. SPRINGVALE DR 15-3
Lot Address/Unit #

PATSY APPLE
Owner (printed)

10-21-90
Date

[Signature]
Owner (signed)

1874 SPRINGVALE DR 23-4
Lot Address/Unit #

JOANNE D. MURPHY
Owner (printed)

10-21-90
Date

[Signature]
Owner (signed)

1857 Springvale Dr 25-3
Lot Address/Unit #

Jacqueline K. Gomez
Owner (printed)

Oct 21, 1990
Date

[Signature]
Owner (signed)

1870 Springvale Dr 23-2
Lot Address/Unit #

ALFRED E. Gomez
Owner (printed)

Oct 21, 1990
Date

[Signature]
Owner (signed)

1898 AZALEA 16-4
Lot Address/Unit #

JAMES D. SANDERSON
Owner (printed)

10-21-90
Date

[Signature]
Owner (signed)

1876 SPRINGVALE 15-1 #
Lot Address/Unit #

KRISTEN C. BENSON
Owner (printed)

OCT 23, 1990
Date

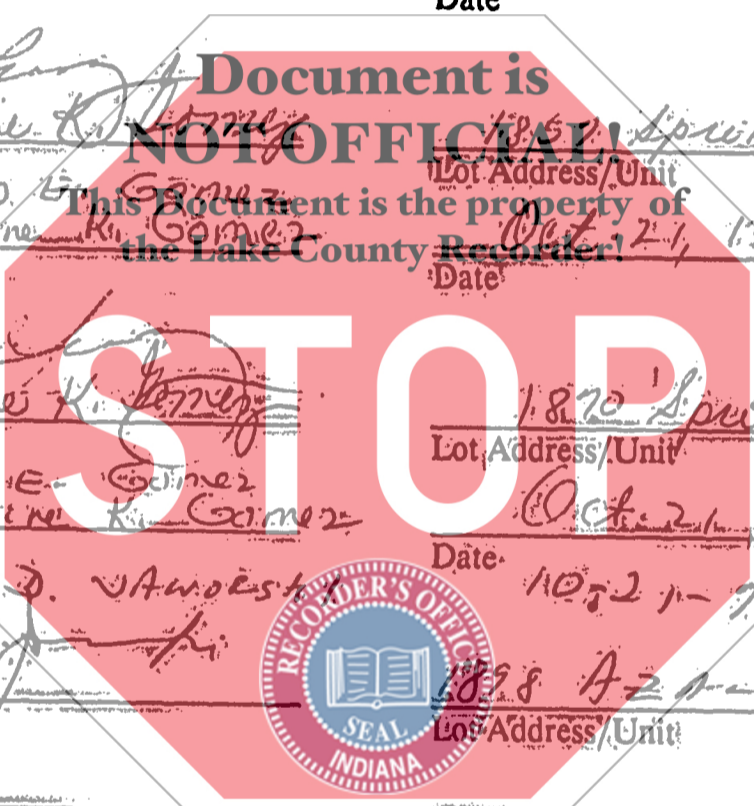
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28th day of OCTOBER, 1990.

[Signature]
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

ANTHONY G. PATRICKS



[Signature]
Owner (signed)
ANTHONY G. PATRICKS
Owner (printed)

1845 SPRINGVILLE DR. 26-1
Lot Address/Unit
12-2-90
Date

Owner (signed)

Owner (printed)

Lot Address/Unit

Date

Owner (signed)

Owner (printed)

Lot Address/Unit

Date

Owner (signed)

Owner (printed)

Lot Address/Unit

Date

Owner (signed)

Owner (printed)

Lot Address/Unit

Date

Owner (signed)

Owner (printed)

Lot Address/Unit

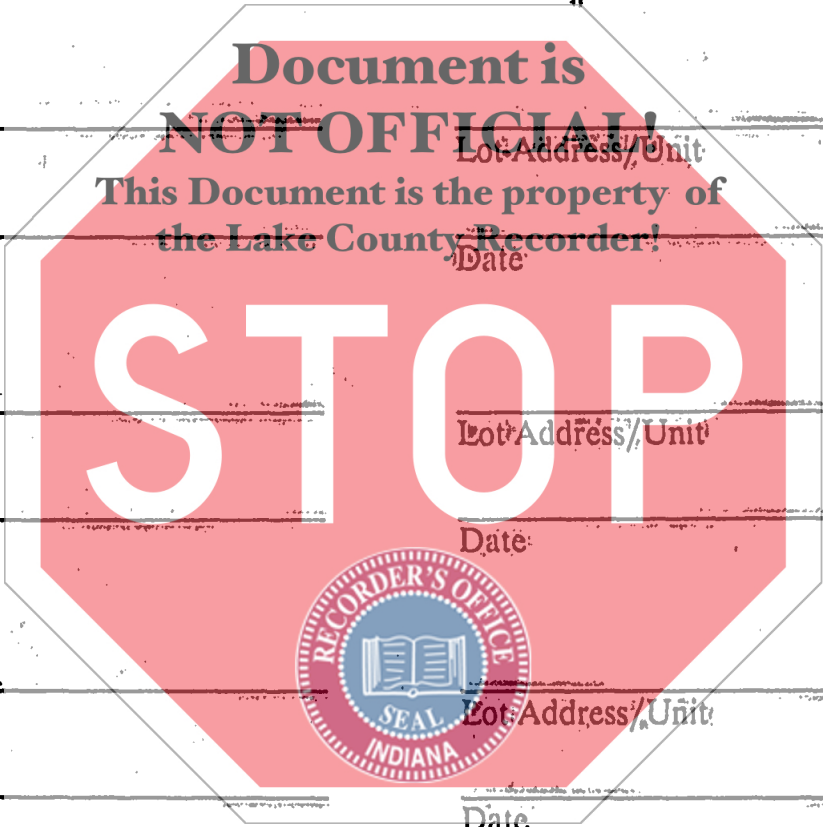
Date

Owner (signed)

Owner (printed)

Lot Address/Unit

Date

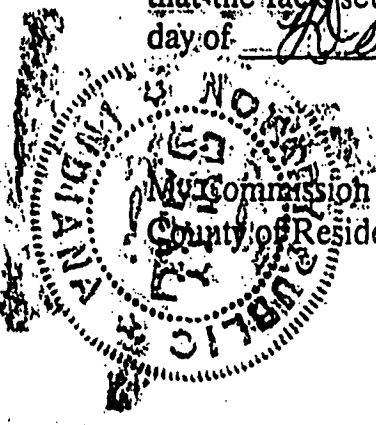


STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 2nd day of December, 1990.

[Signature]
Notary Public

My Commission Expires: 9-19-90
County of Residence of Notary: Lake



R. David Casser
Owner (signed)
R. David Casser
Owner (printed)

1863 Plum Ct. 19-1
Lot Address/Unit
10-21-90
Date

Cheryl Morgan
Owner (signed)
Cheryl L. Morgan
Owner (printed)

1869 Plum Ct 19-4
Lot Address/Unit
10/21/90
Date

Richard James Volz
Owner (signed)
RICHARD JAMES VOLZ
Owner (printed)

1868 PLUM COURT 22-1
Lot Address/Unit
21 OCT 1990
Date

Sophie A. Ector
Owner (signed)
Sophie A. Ector
Owner (printed)

1878 Springvale Drive 15-2
Lot Address/Unit
10/21/90
Date

Bradley M. Gomez
Owner (signed)
BRADLEY M. GOMEZ
ANITA M. GOMEZ
Owner (printed)

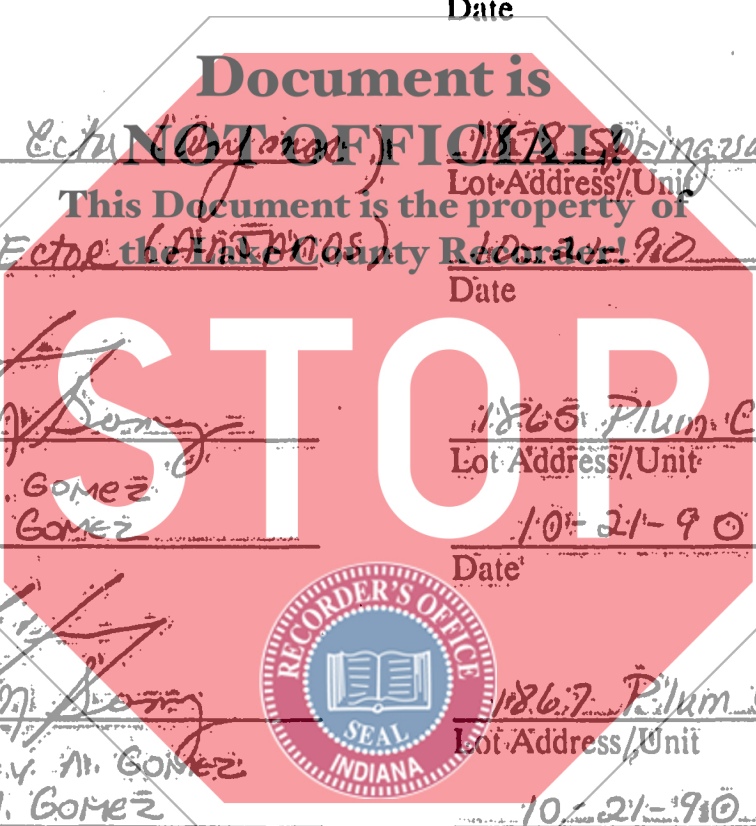
1865 Plum Court 19-2
Lot Address/Unit
10-21-90
Date

Bradley M. Gomez
Owner (signed)
BRADLEY M. GOMEZ
ANITA M. GOMEZ
Owner (printed)

1867 Plum Court 19-3
Lot Address/Unit
10-21-90
Date

Sandra L. Stanford
Owner (signed)
SANDRA L. STANFORD
STEVEN L. STANFORD
Owner (printed)

1867 Springvale Dr. 24-4
Lot Address/Unit
10-21-90
Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28th day of October, 1990:

Anthony G. Patrick
Notary Public
ANTHONY G. PATRICK

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

Plum
Tony

COURT

Gene & Holly Graham
Owner (signed)

185 Plum Ct. 20-2
Lot Address/Unit I

GENE & Holly Graham
Owner (printed)

10/13/90
Date

Holly Graham
Owner (signed)

1857 Plum Ct. 20-2
Lot Address/Unit I

Holly Graham
Owner (printed) see above

10/13/90
Date

Dorothy Berry
Owner (signed)

1857 Plum Court. 20-3
Lot Address/Unit II

Dorothy Berry
Owner (printed)

10-13-90
Date

Thomas J. Sullivan
Owner (signed)

1855 Plum Court. 20-1
Lot Address/Unit II

THOMAS J. SULLIVAN
Owner (printed)

10-13-90
Date

Mary Kelley
Owner (signed)

1866 Plum Ct. 22-2
Lot Address/Unit II

Mary Kelley
Owner (printed)

10/20/90
Date

Thomas P. VanDer
Owner (signed)

1863 SPRINGVALE DR. 24-2
Lot Address/Unit I

THOMAS P. VAN DER
Owner (printed)

10/20/90
Date

Roger A. Helwig
Owner (signed)

1858 PLUM CT 21-2
Lot Address/Unit I

ROGER A. HELWIG
Owner (printed)

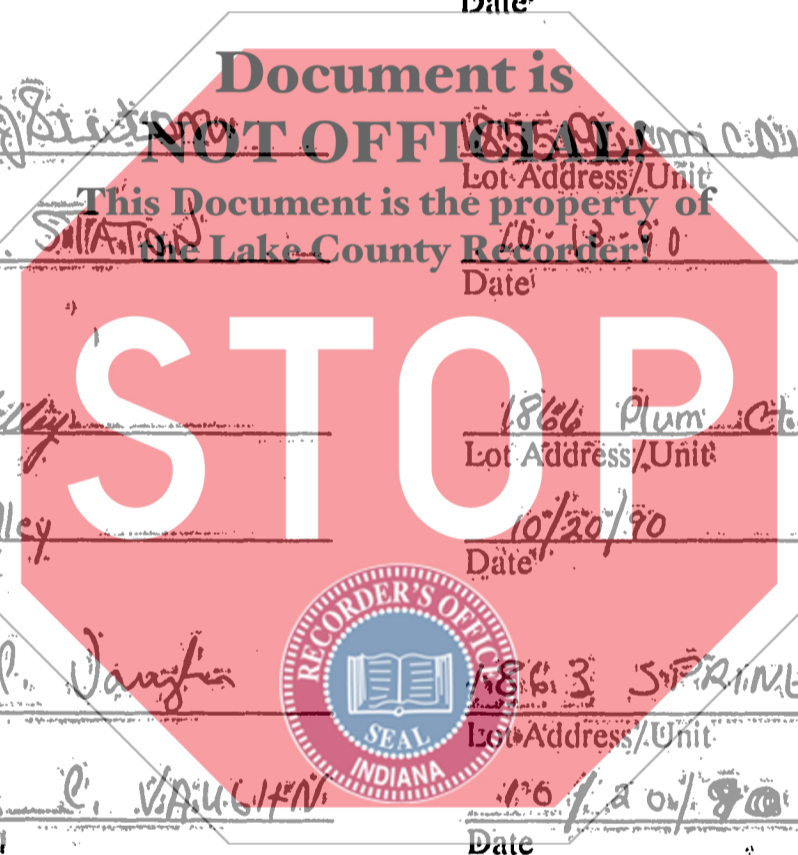
10/21/90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28th day of OCTOBER, 1990.

Anthony G. Patricks
Notary Public
ANTHONY G. PATRICKS

My Commission Expires: 9-19-94
County of Residence of Notary: Lake



COURT

Diane Kay Darnell
Owner (signed)

1854 PLUM COURT 21-4 I
Lot Address/Unit

DIANE KAY DARNELL
Owner (printed)

10-24-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

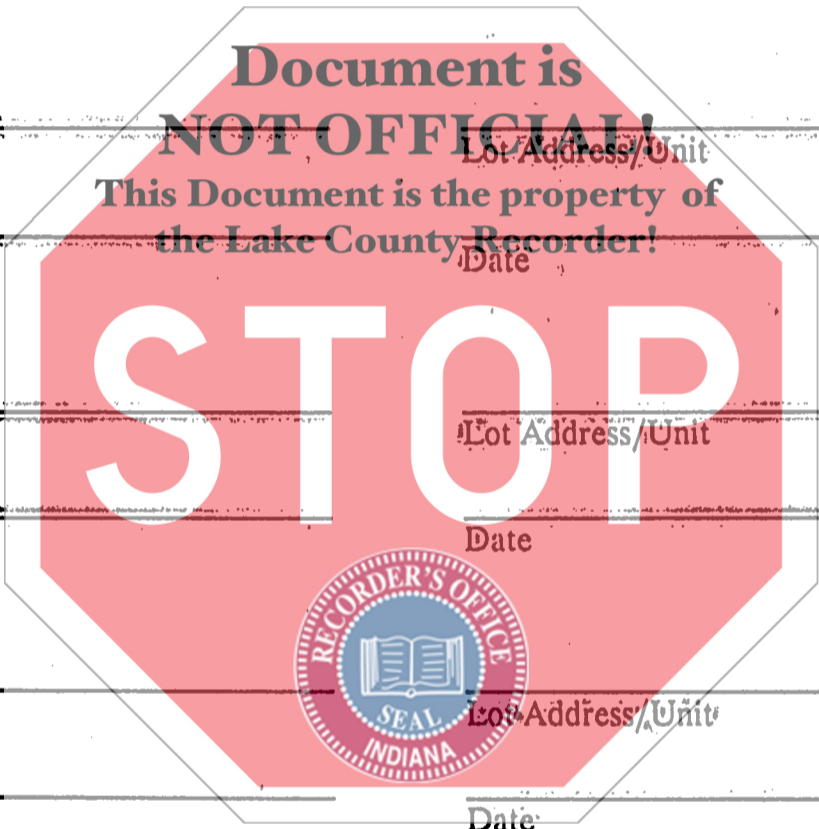
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28th day of October, 1990.

[Signature]
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

ANTHONY G. PATRICKS

Steven U. Egert + Ellen N. Egert
Owner(s) signed

1868 SPRINGVALE 23-1
Lot Address/Unit I

STEVEN U. EGERT + ELLEN N. EGERT
Owner(s) printed

10-18-90
Date

Shari L. Schultz
Owner(s) signed

1856 Plum Ct 21-3
Lot Address/Unit I

Shari L. Schultz
Owner(s) printed

10-18-90
Date

Michael Rains
Owner(s) signed

1862 Plum Ct. 22-4
Lot Address/Unit I

MICHAEL RAINS
Owner(s) printed

10-18-90
Date

Claudia Cannon
Owner(s) signed

1861 Plum Court 22-3
Lot Address/Unit I

Claudia Cannon
Owner(s) printed

10-18-90
Date

James A. Morris
Owner(s) signed

1861 Plum Ct 20-4
Lot Address/Unit I

JAMES A. MORRIS
Owner(s) printed

10-18-90
Date

James O. Spence
Owner(s) signed

1853 Springvale Dr 25-1
Lot Address/Unit I

JAMES O. SPENCE
Owner(s) printed

10-28-90
Date

Thomas A. Zdanek
Owner(s) signed

1866 Plum Ct 22-2
Lot Address/Unit I

Thomas A. Zdanek
Owner(s) printed

10-20-90
Date

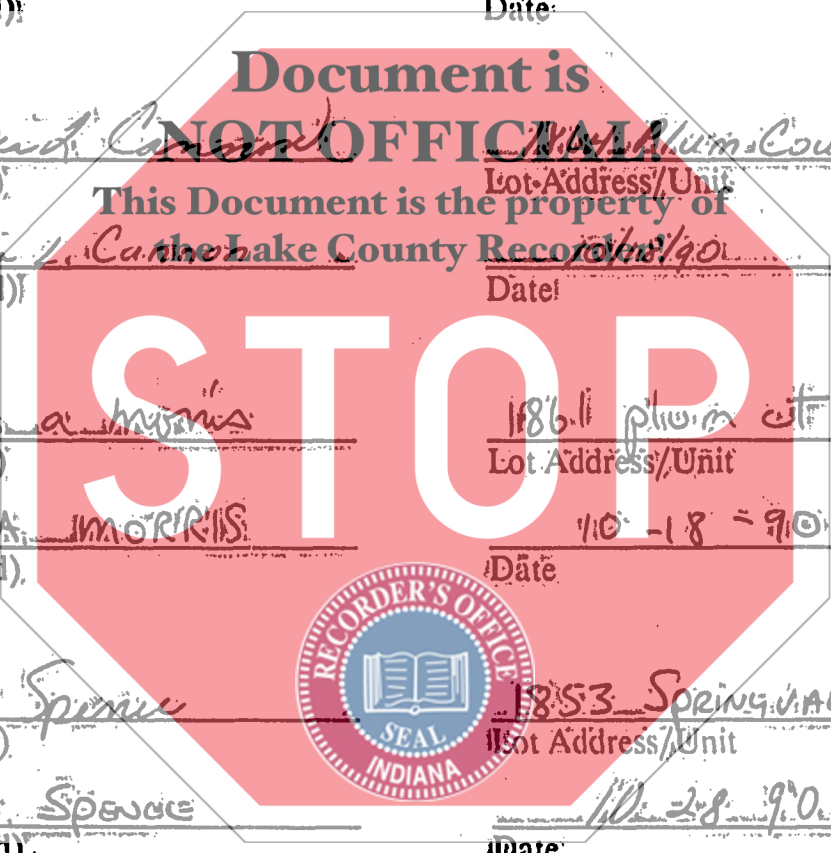
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28th day of October, 1990.

Anthony G. Patrick
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

ANTHONY G. PATRICK



Paula Malinski
Owner (signed)

25-2
11855 SPRINGVALE DR.
Lot Address/Unit

PAULA MALINSKI
Owner (printed)

11-8-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

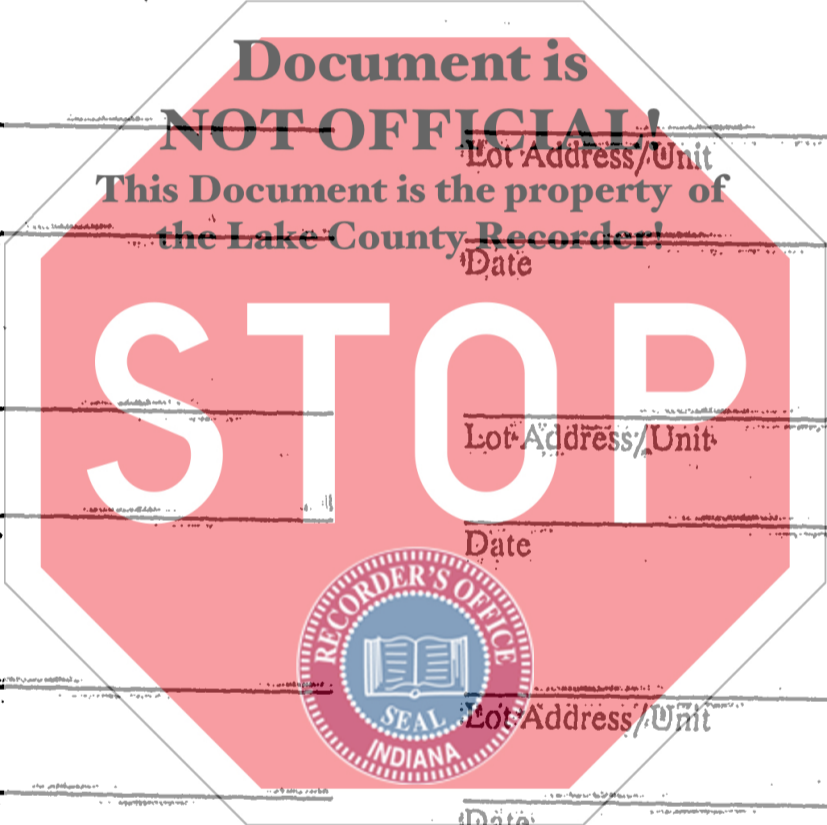
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

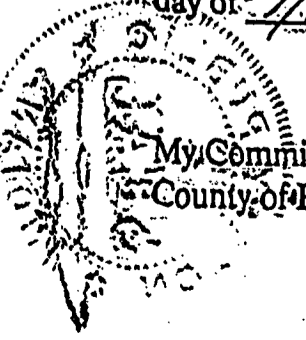


STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 8th day of November, 1990.

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

Joyce B. Cole
Notary Public



Nathan Apple
Owner (signed)
NATHAN APPLE
Owner (printed)

1830 SPRINGVALE DR. 15-3
Lot Address/Unit
10/15/90
Date

Daniel C. Dovic
Owner (signed)
DANIEL C. DOVIC
Owner (printed)

1865 SPRINGVALE DR. 24-3
Lot Address/Unit
10-16-1990
Date

Louis R. Kooniga Jr
Owner (signed)
LOUIS R. KOONIGA JR
Owner (printed)

1847 SPRINGVALE DR 26-2
Lot Address/Unit
10/18/90
Date

Linda McNeely
Owner (signed)
LINDA McNEELY
Owner (printed)

1851 SPRINGVALE DR 26-4
Lot Address/Unit
10-18-90
Date

Katherine Veitch
Owner (signed)
Katherine Veitch
Owner (printed)

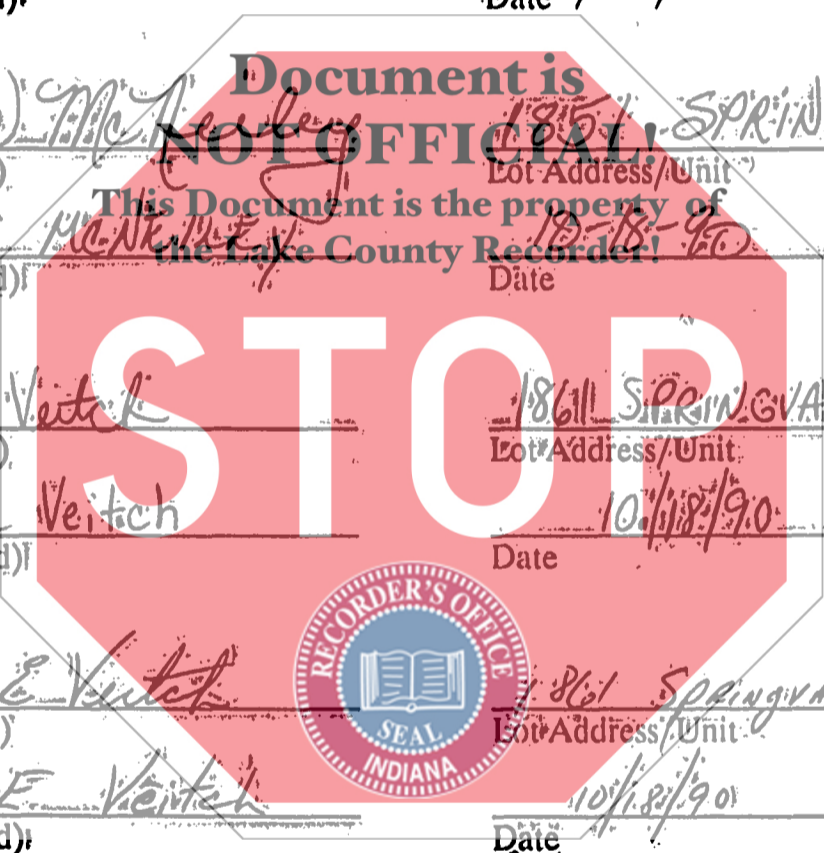
18611 SPRINGVALE DR. 24-1
Lot Address/Unit
10/18/90
Date

Richard E. Veitch
Owner (signed)
Richard E. Veitch
Owner (printed)

1861 Springvale Dr. 24-1
Lot Address/Unit
10/18/90
Date

Holly C. Covic
Owner (signed)
HOLLY C. COVIC
Owner (printed)

1865 Springvale Dr. 24-3
Lot Address/Unit
10-18-90
Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 28th day of OCTOBER, 1990.

Anthony G. Patrick
Notary Public
ANTHONY G. PATRICKS

My Commission Expires: 9-19-94
County of Residence of Notary: Lake

RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court G. H. J., Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and,

WHEREAS, ~~it was and currently is the~~ undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

This Document is the property of the Lake County Recorder!
THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Michael J. McQuillen
Owner (signed)

1888 Azalea Ct 14-2 #
Lot Address/Unit

Michael J. McQuillen
Owner (printed)

10/23/90
Date

Michael J. McQuillen
Owner (signed)

1958 Springvale Dr. 8-1 G
Lot Address/Unit

Michael J. McQuillen
Owner (printed)

10/23/90
Date

Wally Mohammad
Owner (signed)

1831 Springvale Dr 38-2 #
Lot Address/Unit

Wally Mohammad
Owner (printed)

10-27-90
Date

Heaven M. Brock
Owner (signed)

1914 Hazel Ct 18-4 #
Lot Address/Unit

HELENA M. BROCK
Owner (printed)

1-9-90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

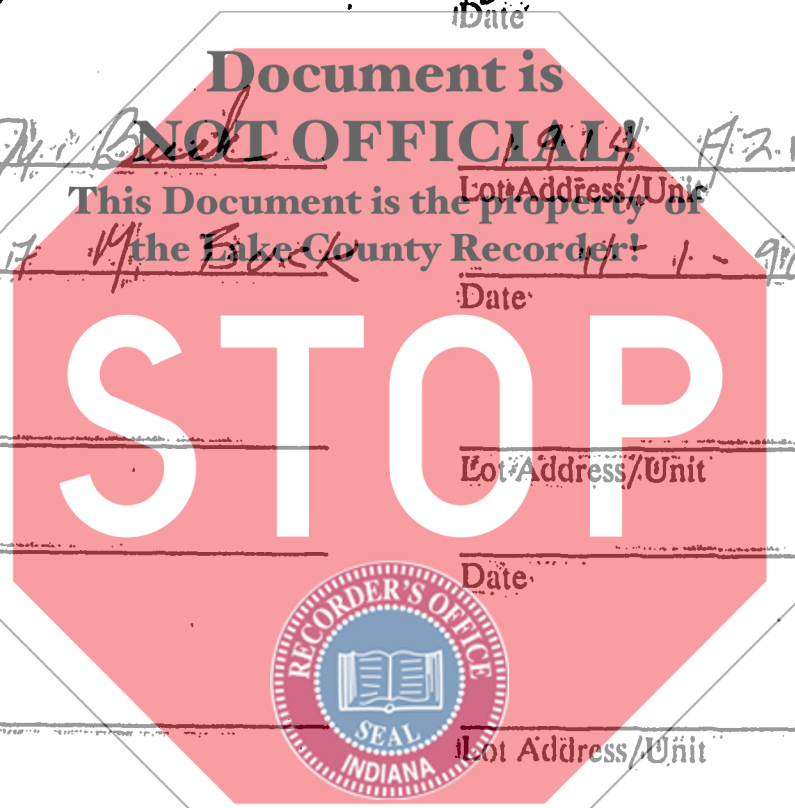
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 1 day of Nov, 1990.

Valerie D. Dye
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake



Tim G. Duquette
Owner (signed)

Tim G. Duquette
Owner (printed)

1888 Sycamore Ct. C.P. J
Lot Address/Unit ³⁻³
10-13-90
Date ³⁹⁻³

Susan M. Duquette
Owner (signed)

Susan M. Duquette
Owner (printed)

1888 Sycamore Ct. C.P. J
Lot Address/Unit ³⁻³
10-13-90
Date ³⁹⁻³

Laura Matthews
Owner (signed)

LAURA MATTHEWS
Owner (printed)

1889 Sycamore Ct. J
Lot Address/Unit ⁴⁻²
10-13-90
Date ⁴⁰⁻³

Lucyna Barbara Krupa
Owner (signed)

LUCYNA BARBARA KRUPA
Owner (printed)

1888 Sycamore Ct. J
Lot Address/Unit ⁵⁻¹
10-16-90
Date ⁴¹⁻¹

Bonnie L. Spilis
Owner (signed)

BONNIE L. SPILIS
Owner (printed)

1877 Sycamore Court. J
Lot Address/Unit ⁵⁻⁴
10-11-90
Date ⁴¹⁻⁴

David W. Horwath
Owner (signed)

DAVID W. HORWATH
Owner (printed)

1891 Sycamore Court. J
Lot Address/Unit ⁴⁻¹
10/19/90
Date ⁴⁰⁻¹

Lisa A. Horwath
Owner (signed)

Lisa A. Horwath
Owner (printed)

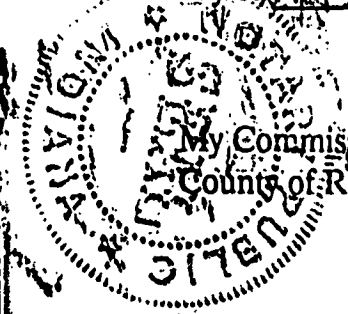
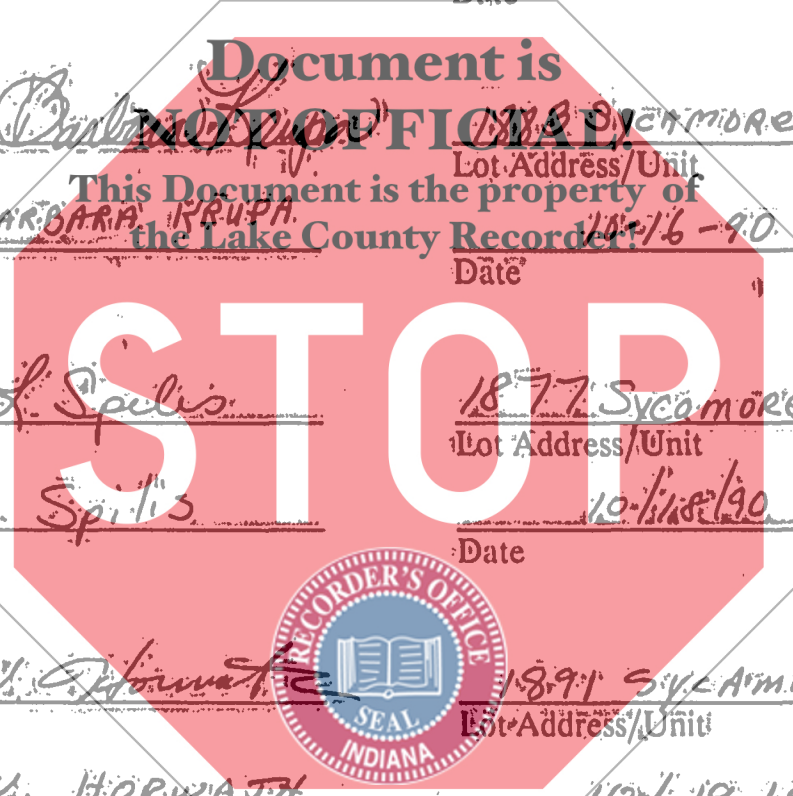
1891 Sycamore Court. J
Lot Address/Unit ⁴⁻¹
10/19/90
Date ⁴¹⁻¹

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 4th day of December, 1990.

Raymond J. [Signature]
Notary Public

My Commission Expires: 19 Sept 1994
County of Residence of Notary: Lake



COURT

Raymond J. O'Neil
Owner (signed)

1887 SYCAMORE CT. 4-3
Lot Address/Unit

RAYMOND O'NEIL JR.
Owner (printed)

10/21/90
Date

Tom B. Billa
Owner (signed)

1886 SYCAMORE CT 3-2
Lot Address/Unit

TOM B. BILLA
Owner (printed)

10/21/90
Date

Scott R. Senour
Owner (signed)

1890 SYCAMORE COURT 3-4
Lot Address/Unit

SCOTT R. SENOUR
Owner (printed)

10/21/90
Date

Crystal R. Haselmann - Senour
Owner (signed)

1890 SYCAMORE COURT 3-4
Lot Address/Unit

CRYSTAL R. HASELMANN - SENOUR
Owner (printed)

10/21/90
Date

Jacqueline Fletcher Glusac
Owner (signed)

1881 SYCAMORE CT 5-2
Lot Address/Unit

JACQUELINE FLETCHER GLUSAC
Owner (printed)

10/21/90
Date

Steve B. Glusac
Owner (signed)

1881 SYCAMORE CT 5-2
Lot Address/Unit

STEVE B. GLUSAC
Owner (printed)

10/21/90
Date

Julia K. Proctor
Owner (signed)

1879 SYCAMORE CT 4-3
Lot Address/Unit

JULIA K. PROCTOR
Owner (printed)

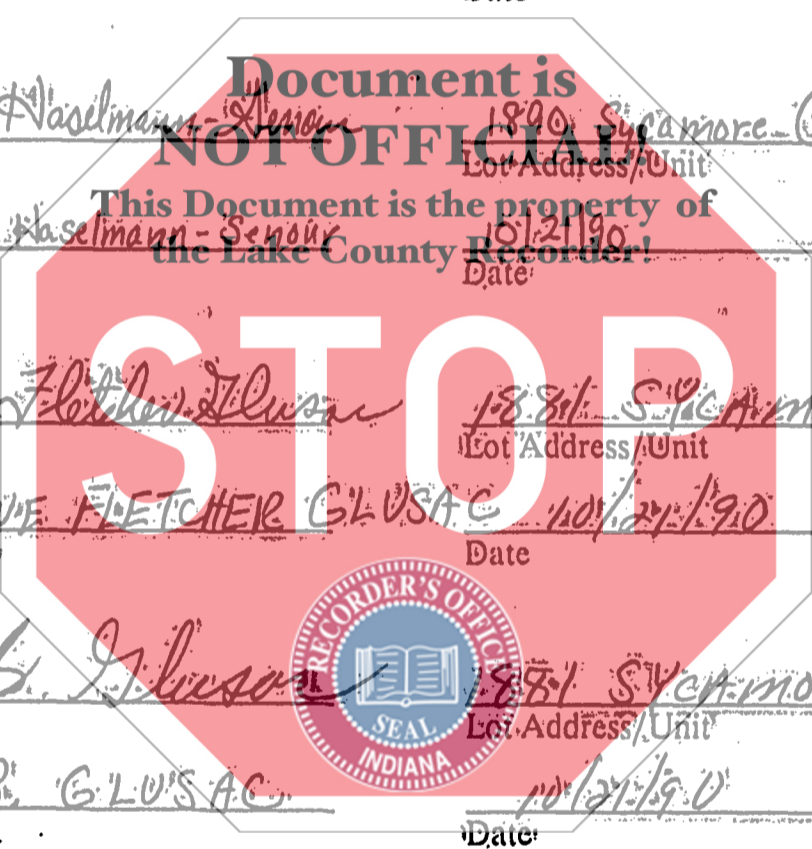
12-04-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 9th day of December, 1990.

Nancy J. Stevens
Notary Public

My Commission Expires: 10/16/94
County of Residence of Notary: Lake



COURT

Chad Green
Owner (signed)

1885 Syracuse Ct
Lot/Address/Unit

H-4 J
40-4

CITAD G. ROW
Owner (printed)

11-20-90
Date

Angela M. Green
Owner (signed)

1885 Syracuse Ct
Lot/Address/Unit

4-4 J
40-4

Angela M. Green
Owner (printed)

11-20-90
Date

June M. Steele
Owner (signed)

1884 SYRACUSE CT
Lot/Address/Unit

3-1 J
39-1

JUNE M. STEELE
Owner (printed)

12/11/90
Date

Owner (signed)

Document is
NOT OFFICIAL
This Document is the property of
the Lake County Recorder!

Lot/Address/Unit

Owner (printed)

Date

Owner (signed)

Lot/Address/Unit

Owner (printed)

Date

Owner (signed)

Lot/Address/Unit

Owner (printed)

Date

Owner (signed)

Lot/Address/Unit

Owner (printed)

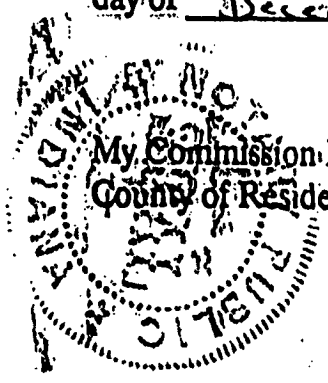
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 4th day of December, 1990.

Ramona J. [Signature]
Notary Public

My Commission Expires: 19 Sept. 1994
County of Residence of Notary: Lake



James E. Petriko
Owner (signed)
" "
JAMES E. PETRIKO
Owner (printed)

1835 Springvale Dr. 38-4
Lot Address/Unit
10-13-90
Date

Mary Petriko
Owner (signed)
" "
MARY PETRIKO
Owner (printed)

1835 Springvale Drive 38-4
Lot Address/Unit
10-13-90
Date

Sheila M. Booth
Owner (signed)
" "
SHEILA M. BOOTH
Owner (printed)

1837 Springvale Dr. 37-1
Lot Address/Unit
10-13-90
Date

Steven G. Booth
Owner (signed)
" "
STEVEN G. BOOTH
Owner (printed)

1837 Springvale Dr 37-1
Lot Address/Unit
10-13-90
Date

John B. Clendenen
Owner (signed)
" "
John B. Clendenen
Owner (printed)

1829 Springvale Dr. 318-1
Lot Address/Unit
10-13-90
Date

Karen S. Clendenen
Owner (signed)
" "
KAREN S. CLENDENEN
Owner (printed)

1829 Springvale Dr. 318-1
Lot Address/Unit
10-13-90
Date

Irene A. King
Owner (signed)
" "
IRENE S. KING
Owner (printed)

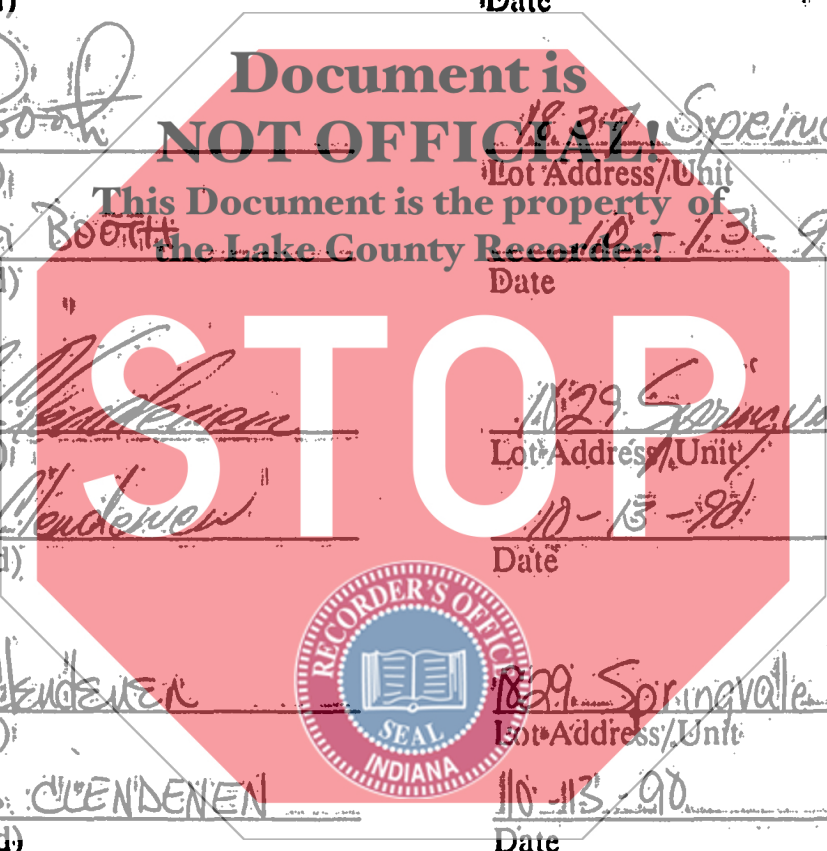
1823 Springvale Dr. 42-2
Lot Address/Unit
10-13-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instruments are true. Signed and sealed this 13th day of Oct., 1990.

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Eugene C. Wasilowski
Notary Public
Robert D. Dyer



COURT

Juliana E. Carew
Owner (signed)

1843 Springvale Drive ³⁷⁻⁴
Lot Address/Unit

Juliana E. Carew
Owner (printed)

October 13, 1990
Date

W. Barry Carew

Owner (signed)

1843 SPRINGVALE DRIVE ³⁷⁴
Lot Address/Unit

W. BARRY CAREW
Owner (printed)

OCTOBER 13, 1990
Date

Daniel W. Davis

Owner (signed)

1833 SPRINGVALE DRIVE ³⁸⁻³
Lot Address/Unit

DANIEL W. DAVIS
Owner (printed)

10/13/90
Date

Felicia Davis

Owner (signed)

1833 Springvale Dr. ³⁸⁻³
Lot Address/Unit

FELICIA DAVIS
Owner (printed)

10/13/90
Date

William F. Barth

Owner (signed)

1827 Springvale Dr. ³⁸⁻⁴
Lot Address/Unit

Gertrude Barth

Owner (printed)

10-13-90
Date

Christina C. Cecchini

Owner (signed)

1819 Springvale Dr. ⁴³⁻⁴
Lot Address/Unit

CHRISTINA C. CECCHINI
Owner (printed)

10-13-90
Date

Mark R. Cecchini

Owner (signed)

1819 Springvale Dr. ⁴³⁻⁴
Lot Address/Unit

MARK R. CECCHINI
Owner (printed)

10-13-90
Date

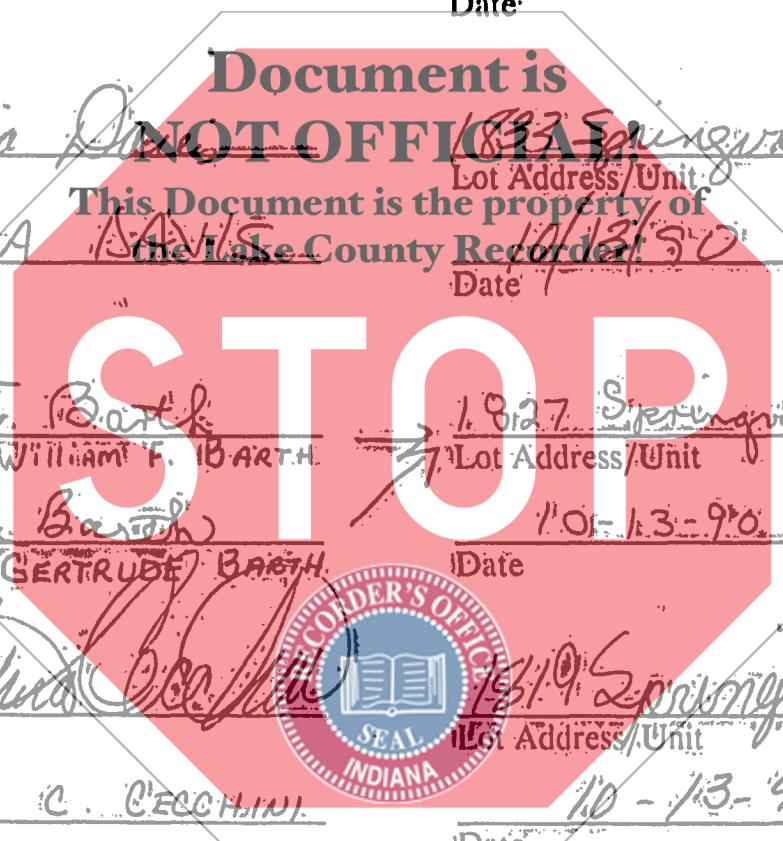
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this 13 day of Oct, 1990.

M. D. Dye
Notary Public

My Commission Expires: 9/19/94
County of Residence of Notary: Lake

Eugene A. Wasilowski



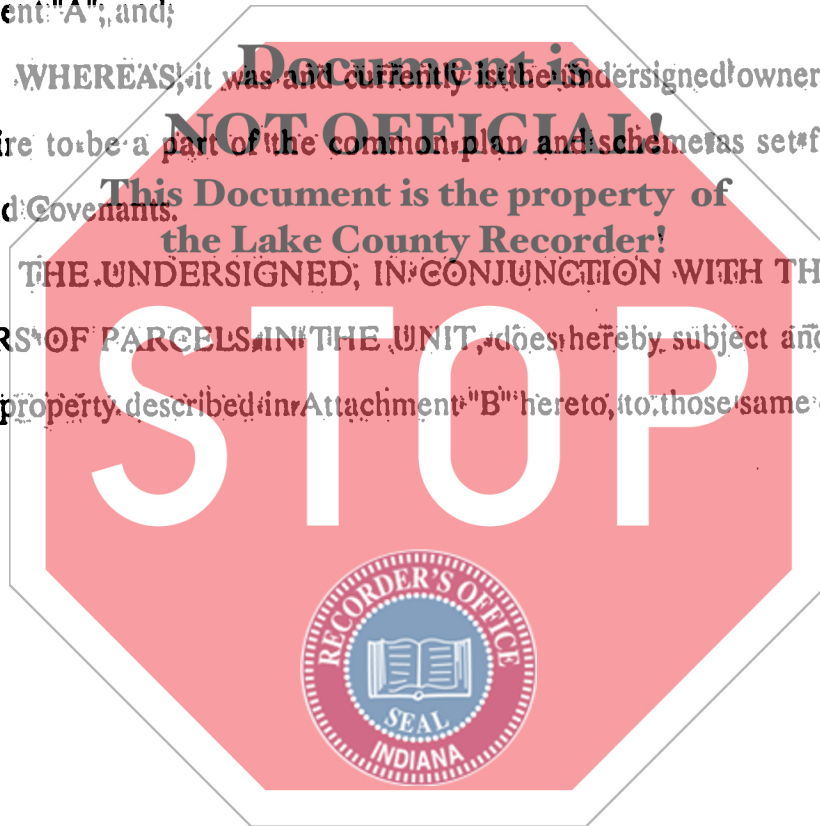
RESTRICTIVE ENDORSEMENT OF COVENANTS

WHEREAS, the undersigned is/are record title owner(s) of parcels of land in Court K, Springvale Townhomes (Attachment "B"); and,

WHEREAS, each purchased and acquired title with the understanding that the property was encumbered and protected by the Declaration of Protective Covenants executed by the common grantor and recorded as Document Number 731003 on October 25, 1983, in the Office of the Recorder of Lake County, Indiana, and recorded as Document Number 051523 on August 9, 1989, in the same office which is attached hereto and incorporated herein as Attachment "A"; and;

WHEREAS, it was and currently is the undersigned owner's intention and desire to be a part of the common plan and scheme as set forth in the Recorded Covenants.

This Document is the property of the Lake County Recorder!
THE UNDERSIGNED, IN CONJUNCTION WITH THE OTHER OWNERS OF PARCELS IN THE UNIT, does hereby subject and encumber the real property described in Attachment "B" hereto, to those same covenants.



Patrick T. Flynn
Owner (signed)

⁴⁸⁻⁴
1958 ASPEN CT
Lot Address/Unit

K

PATRICK T. FLYNN
Owner (printed)

CROWN POINT IND. 46307
Date 10/21/90

Leta O. Flynn
Owner (signed)

⁴⁸⁻⁴
1958 ASPEN CT
Lot Address/Unit

K

LETA O. FLYNN
Owner (printed)

CROWN POINT IND 46307
Date 10/21/90

Dana B. Timmons
Owner (signed)

⁴⁶⁻⁴
1973 ASPEN CT
Lot Address/Unit

K

DANA B. TIMMONS
Owner (printed)

CROWN POINT IN 46307
Date 10/21/90

Joy L. Doherty
Owner (signed)

⁴⁷⁻³
1967 Aspen Ct
Lot Address/Unit

K

Joy L. Doherty
Owner (printed)

CROWN POINT IN 46307
Date 10-21-90

Mary Jo Lazzareschi
Owner (signed)

⁴⁴⁻¹
1957 Aspen Ct
Lot Address/Unit

K

MARY JO LAZZARESCHI
Owner (printed)

CROWN PT. IN 46307
Date 10/21/90

Albert Yothenment Jr
Owner (signed)

⁴⁴⁻²
1959 Aspen Court
Lot Address/Unit

K

ALBERT YOTHMENT JR
Owner (printed)

CROWN POINT, IND. 46307
Date 10/21/90

Karen A. Yothenment
Owner (signed)

⁴⁴⁻²
1959 Aspen Court
Lot Address/Unit

K

Karen A. Yothenment
Owner (printed)

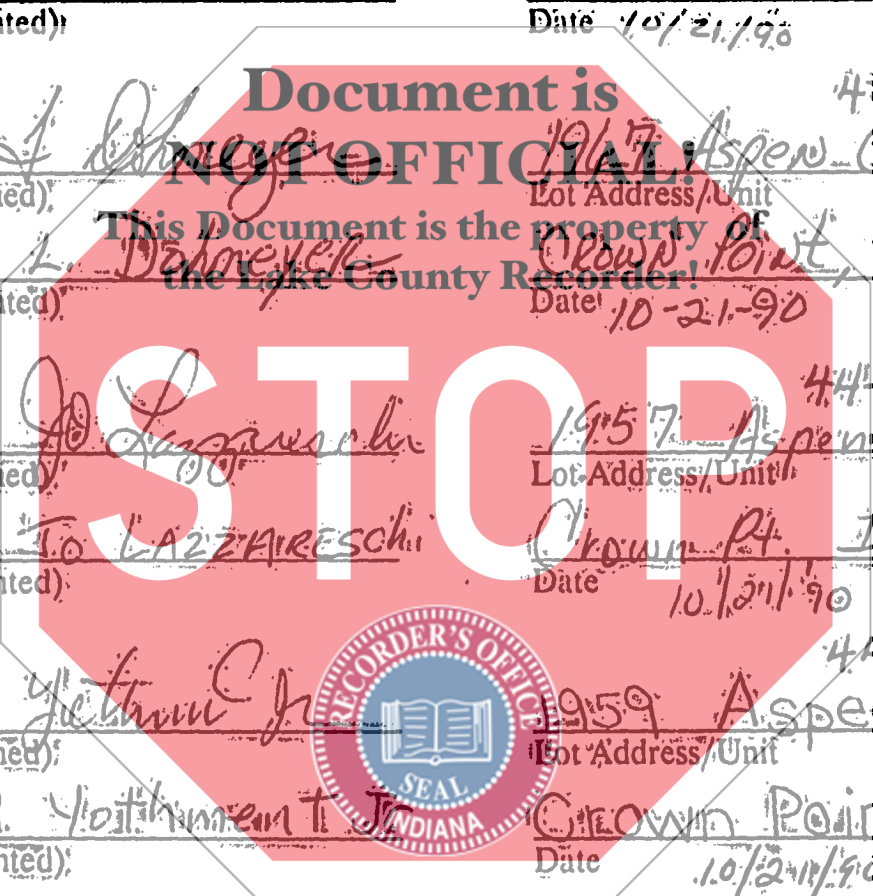
CROWN POINT IN 46307
Date 10/21/90

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this, 21-12 day of 12, 1990.

Joy L. Doherty
Notary Public

My Commission Expires: 10/2/94
County of Residence of Notary: Lake



75
77
78
76

COURT

Helen Pennington
Owner (signed)

1979 Aspen Ct. ⁴⁶⁻¹
Lot Address/Unit

K

HELEN PENNINGTON
Owner (printed)

10/20/90
Date

Richard J. Pettit
Owner (signed)

1975 ASPEN CT ⁴⁶⁻³
Lot Address/Unit

K

Richard J. Pettit
Owner (printed)

10/26/90
Date

Ellen S. Pettit
Owner (signed)

1975 Aspen Ct. ⁴⁶⁻³
Lot Address/Unit

K

Ellen S. Pettit
Owner (printed)

10/26/90
Date

Thomas R. Hendon
Owner (signed)

1965 Aspen Ct. ⁴⁷⁻⁴
Lot Address/Unit

K

Elizabeth A. Hendon
Owner (printed)

10/28/90
Date

Elizabeth A. Hendon
Owner (signed)

1965 Aspen Ct. ⁴⁷⁻⁴
Lot Address/Unit

K

Elizabeth A. Hendon
Owner (printed)

10-28-90
Date

Edna Lois Meile
Owner (signed)

1974 Aspen Ct. ⁴⁵⁻²
Lot Address/Unit

K

EDNA LOIS MEILE
Owner (printed)

11-6-90
Date

Randy J. Rusthoven
Owner (signed)

963 Aspen Court ⁴⁴⁻⁴
Lot Address/Unit

K

Randy J. Rusthoven
Owner (printed)

11-6-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county, and state, personally appeared the abovenamed owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this day of Oct 11/90, 1990.

Joey J. Schmeizer
Notary Public

My Commission Expires: 10/2/94
County of Residence of Notary: Lake



47
45
44
41

COURT

Christina Cameron
Owner (signed)

1960 Aspen Ct.
Lot-Address/Unit

48-3

K

Christina Cameron
Owner (printed)

10-21-90
Date

Peter Konansky
Owner (signed)

1960 Aspen Ct.
Lot-Address/Unit

48-3

K

Peter Konansky
Owner (printed)

10-21-90
Date

Scott Bell
Owner (signed)

1967 Aspen Ct.
Lot-Address/Unit

48-2

K

SCOTT Bell
Owner (printed)

10-21-90
Date

David W. Bell
Owner (signed)

1960 Aspen Ct.
Lot-Address/Unit

48-2

K

DAVID W. Bell
Owner (printed)

10-21-90
Date

Dorene Radell
Owner (signed)

1964 Aspen Ct.
Lot-Address/Unit

48-1

K

Dorene Radell
Owner (printed)

10-21-90
Date

Larry Radell
Owner (signed)

1964 Aspen Ct.
Lot-Address/Unit

48-1

K

Larry Radell
Owner (printed)

10-21-90
Date

Edward J. Picotie
Owner (signed)

1972 Aspen Ct.
Lot-Address/Unit

45-1

K

Edward J. Picotie
Owner (printed)

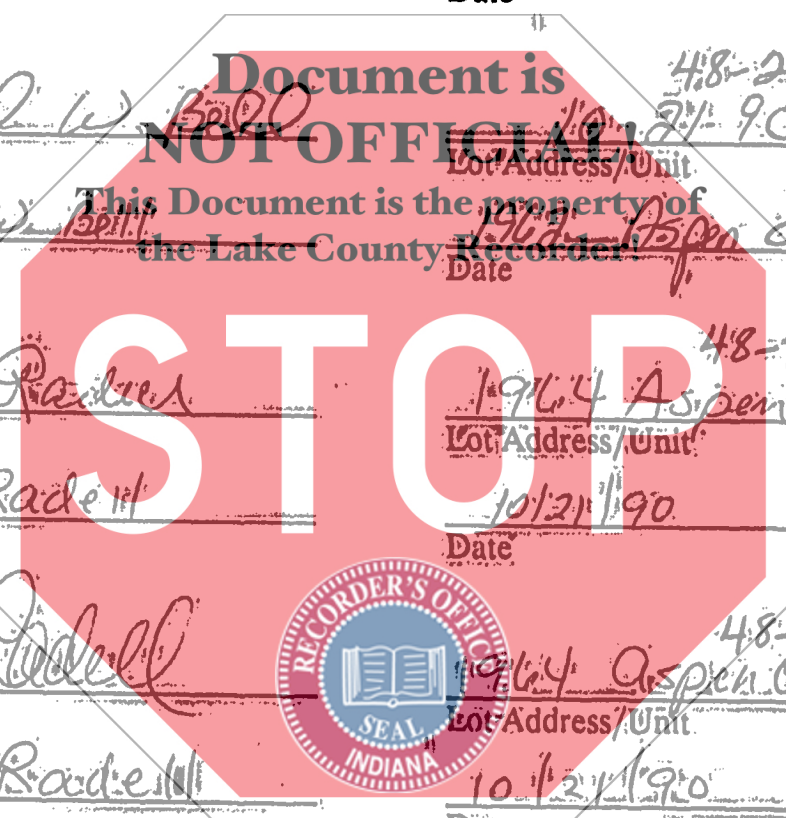
10-21-90
Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this _____ day of 11-12, 1990.

John J. Meyer
Notary Public

My Commission Expires: 10/2/94
County of Residence of Notary: Lake



Helen Schaller
Owner (signed)

Helen Schaller
Owner (printed)

⁴⁵⁻⁴
1978 Aspen Court
Lot Address/Unit

COURT
K

November 6, 1990
Date

Robert Berk
Owner (signed)

Robert E. Berk
Owner (printed)

⁴⁶⁻²
1977 Aspen Court
Lot Address/Unit

K

11/6/90
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

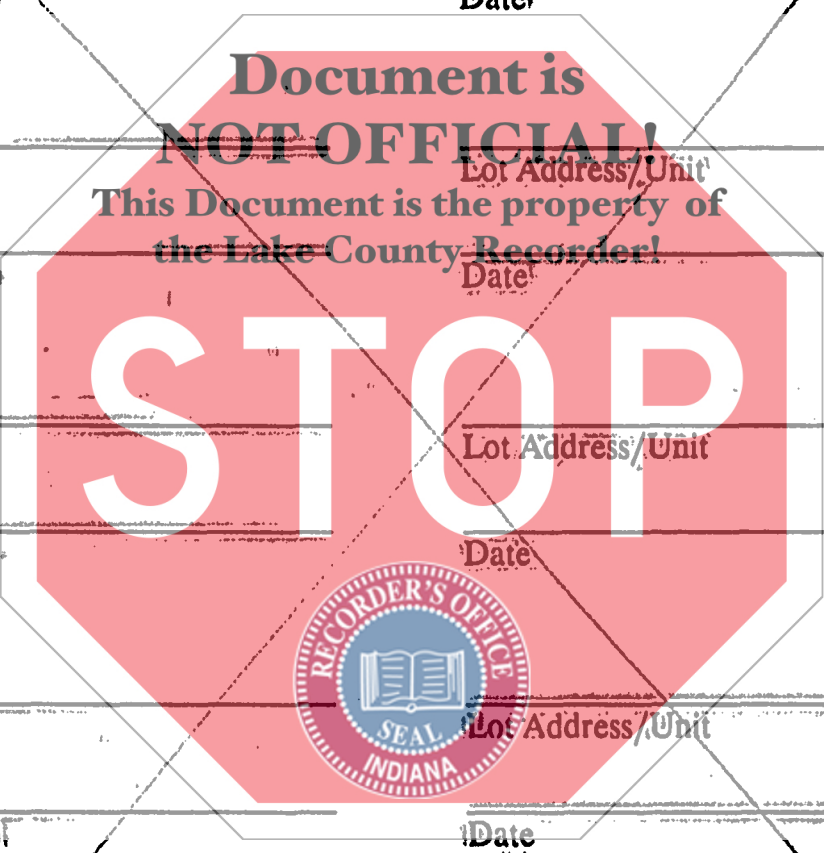
Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this day of 11-12, 1990:

John J. Johnson
Notary Public

My Commission Expires: 10/2/94
County of Residence of Notary: Lake

COURT

[Signature]
Owner (signed)

45-3
1976 Aspen Court
Lot Address/Unit

K

Mindy Paprocki
Owner (printed)

11/25/90
Date

[Signature]
Owner (signed)

44-3
1961 ASPEN
Lot Address/Unit

K

Michael W. Metzger
Owner (printed)

11/28/90
Date

[Signature]
Owner (signed)

47-1
1971 ASPEN CT
Lot Address/Unit

K

ROBERT P. MOLESKI
Owner (printed)

12/1/90
Date

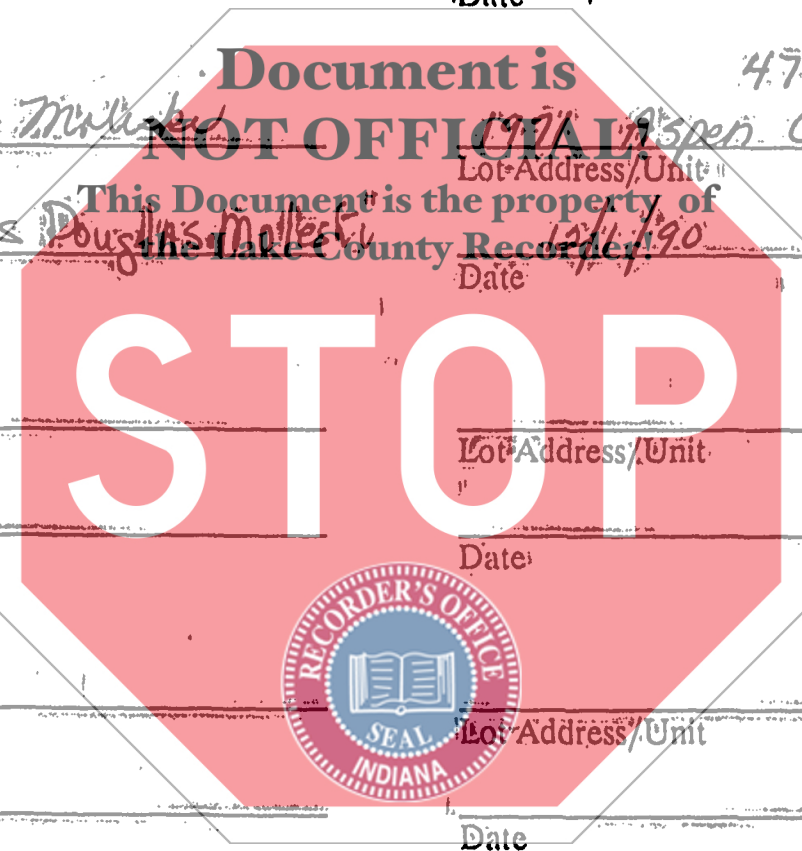
[Signature]
Owner (signed)

47-1
1971 ASPEN COURT
Lot Address/Unit

K

ELISE HESS
Owner (printed)

12/1/90
Date



Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

Owner (signed)

Lot Address/Unit

Owner (printed)

Date

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared the above named owner(s) and being first duly sworn upon his/her oath, stated that the facts set forth in the foregoing instrument are true. Signed and sealed this _____ day of Oct. 1, 1990.

[Signature]
Notary Public

My Commission Expires: 9-19-94
County of Residence of Notary: Lake