

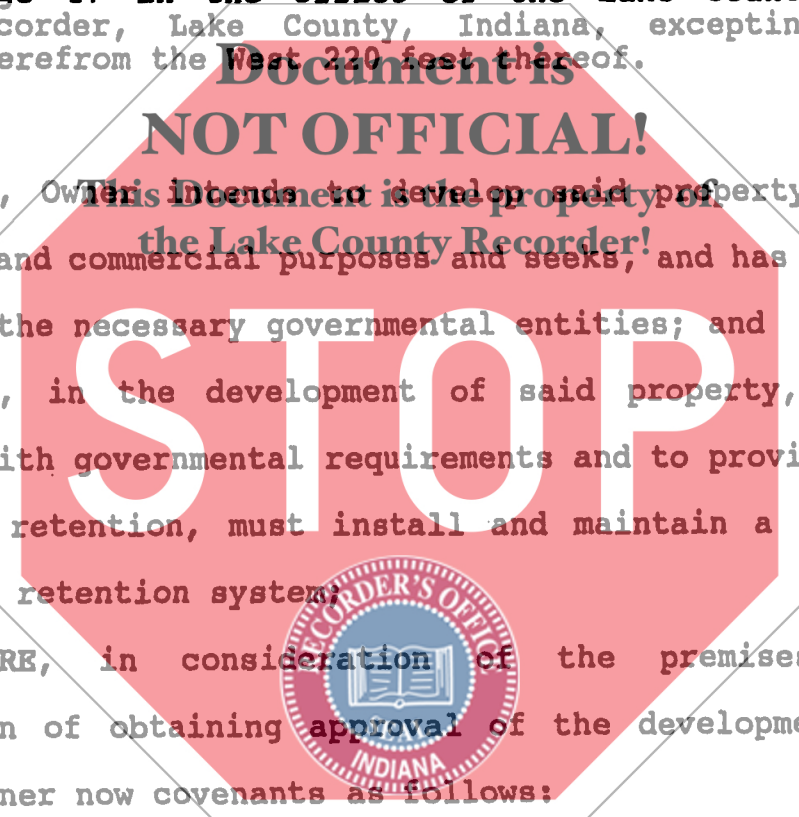
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Trust Ball
3737-45th St Highland
46322

DECLARATION OF COVENANTS

WHEREAS, LAKE COUNTY TRUST COMPANY, as Trustee under Trust Agreement No. 205, hereinafter referred to as "Owner", is the Owner of certain real property located in Merrillville, Lake County, Indiana, legally described as follows:

Lot 1 Business Park 142 as recorded in Book 68 page 17 in the Office of the Lake County Recorder, Lake County, Indiana, excepting therefrom the West 220 feet thereof.



WHEREAS, Owner intends to develop said property, both for residential and commercial purposes and seeks, and has sought, the approval of the necessary governmental entities; and

WHEREAS, in the development of said property, Owner, in compliance with governmental requirements and to provide adequate storm water retention, must install and maintain a storm water drainage and retention system;

WHEREFORE, in consideration of the premises, and in consideration of obtaining approval of the development of said property, Owner now covenants as follows:

WITNESSETH

Owner covenants to maintain a storm water drainage and retention system located within the above-described property, which lies outside of the designated right-of-way which has not been conveyed, assumed, or accepted by the Town of Merrillville, and the Town of Merrillville shall not be obligated to maintain said storm water retention and drainage system. Any subsequent

STATE OF INDIANA
LAKE COUNTY

12.00

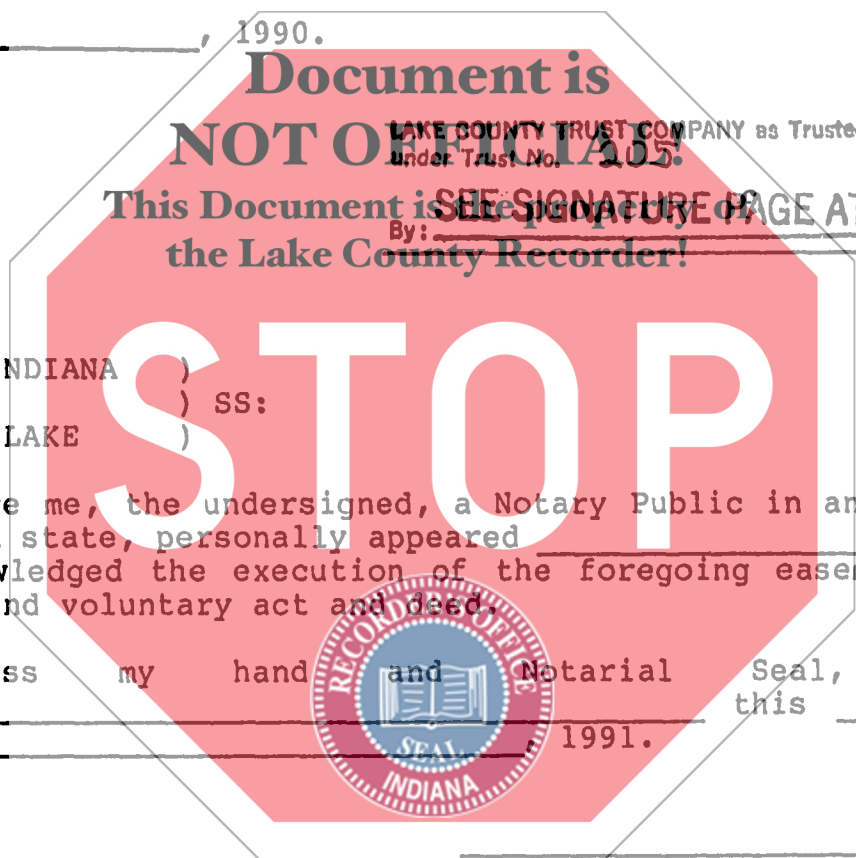
Owner of any lot in the development serviced by said storm water retention and drainage system, including any residential and commercial lot, agrees to maintain and be responsible for his pro-rata share of the maintenance costs as hereinafter determined established from time to time by the Town of Merrillville as to that portion of the storm water drainage and retention system lying outside of the public right-of-way. However, should any Owner fail to maintain said storm water retention and drainage system to the standards of the Town in a timely manner, and the Town elects to maintain said system, then the Town may assess the said Owner for the actual cost of maintenance of said system, or, concurrently, enforce the provisions of this Declaration of Covenants by specific performance or by any other means available at law or equity. The total assessment shall be pro-rated and each Owner shall bear his proportionate share of the assessment, based upon a fraction, the numerator of which is the total square foot area owned of the Owner's lot or lots, and the denominator of which is the total square foot area of all the lots, including the adjoining residential and commercial lots, then existing and platted as of said Assessment. Each lot Owner, by acceptance of its deed or recorded contract of sale, or subsequent consent to this Declaration, is deemed to covenant and to have agreed to pay these Assessments. All such Assessments shall be a charge on the land and shall be a continuing lien upon the lot against which Assessment is made, until fully paid.

Owner, for itself, its successors and assigns, agrees that the restrictions and covenants in this Declaration shall be

covenants running with the land, and shall be binding to the fullest extent permitted by law or equity, for the benefit of the Town of Merrillville against _____, its successors and assigns, to any part of the property or any interest therein and any party in possession or occupancy of any part of the property.

WITNESS MY HAND AND SEAL this _____ day of

_____, 1990.



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SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, and acknowledged the execution of the foregoing easement to be his free and voluntary act and deed.

Witness my hand and Notarial Seal, affixed at _____ this _____ day of _____ 1991.



Notary Public
Resident of Lake County

My Commission Expires:

10/15/90: TGK:lck
NBI
D13TeamRH

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiary under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 7th day of February, 19 91.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 6, 1957 and known as Trust No. 205.

BY: Karyn Zasada
Karyn Zasada, Trust Officer

ATTEST:

BY: Angela Newcomb
Angela Newcomb, Assistant Secretary

STATE OF INDIANA

COUNTY OF LAKE

}SS:



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Witness my hand and seal this 7th day of February, 19 91.

Angeline Bravos
Angeline Bravos Notary Public

My Commission Expires:

Resident: Lake County, Indiana

May 15, 1993