

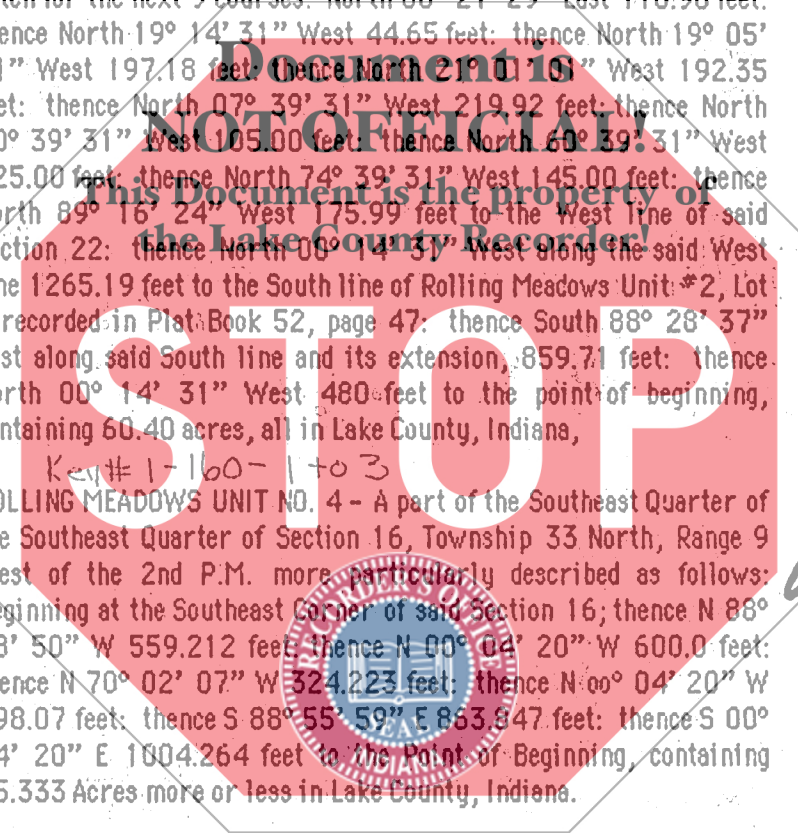
AGREEMENT FOR RESTRICTIVE COVENANTS For Rolling Meadows Subdivision, Units 3 and 4

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We, the undersigned owners and developers of real property in the subdivision known as Rolling Meadows Subdivision, Units 3 and 4, located in the County of Lake, State of Indiana, more particularly described as follows, to-wit:

Key # 1-161-1+26
 ROLLING MEADOWS UNIT NO. 3 - Part of the West 1/2 of the Northwest 1/4 of Section 22, Township 33 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: commencing at the Northwest corner of said Section 22, thence South 88° 28' 37" East along the North line thereof 859.47 feet to the point of beginning; thence continuing South 88° 28' 37" East along said North line 470.23 feet to the East line of said West 1/2; thence South 0° 10' 53" East along the East line of said West 1/2, 2654.41 feet to the South line of said West 1/2; thence North 88° 37' 16" West along the South line of said West 1/2, 690.97 feet to the center of Bruce Ditch; thence along the center of Bruce Ditch for the next 9 courses: North 08° 27' 29" East 110.96 feet; thence North 19° 14' 31" West 44.65 feet; thence North 19° 05' 31" West 197.18 feet; thence North 19° 10' 10" West 192.35 feet; thence North 07° 39' 31" West 219.92 feet; thence North 30° 39' 31" West 105.00 feet; thence North 60° 39' 31" West 125.00 feet; thence North 74° 39' 31" West 145.00 feet; thence North 89° 16' 24" West 175.99 feet to the West line of said Section 22; thence North 00° 14' 31" West along the said West line 1265.19 feet to the South line of Rolling Meadows Unit #2, Lot 2 recorded in Plat Book 52, page 47; thence South 88° 28' 37" East along said South line and its extension, 859.71 feet; thence North 00° 14' 31" West 480 feet to the point of beginning, containing 60.40 acres, all in Lake County, Indiana,

Key # 1-160-1+3
 ROLLING MEADOWS UNIT NO. 4 - A part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 33 North, Range 9 West of the 2nd P.M. more particularly described as follows: Beginning at the Southeast Corner of said Section 16; thence N 88° 48' 50" W 559.212 feet; thence N 00° 04' 20" W 600.0 feet; thence N 70° 02' 07" W 324.223 feet; thence N 00° 04' 20" W 298.07 feet; thence S 88° 55' 59" E 863.847 feet; thence S 00° 04' 20" E 1004.264 feet to the Point of Beginning, containing 15.333 Acres more or less in Lake County, Indiana.



BRIDGES TITLE INSURANCE COMPANY
 INDIANA DIVISION
 STATE OF INDIANA/S.S. NO.
 LAKE COUNTY
 FILED FOR RECORD

MAY 17 1 24 PM '91
 ROBERT T. VAN FREELAND
 RECORDER

FILED

MAY 16 1991

James N. Carter
 RECORDER LAKE COUNTY

{hereinafter referred to as "the subdivision"} for the purpose of maintaining fair and adequate property values in the subdivision and of establishing the subdivision as a desirable residential area, in consideration of our interest in the subdivision, hereby covenant, agree with one another, and declare restrictive covenants against the lots in the subdivision, as follows, to-wit:

I. DEFINITIONS: For purposes of these restrictive covenants, the following terms or words shall have the following respective meanings:

Section A. "Lot owner" or "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the subdivision, and shall include a contract purchaser, but shall not include those holding title merely as security for performance of an obligation.

Section B. "Lot" shall mean any plot of land shown and

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delineated as a numbered lot on the recorded subdivision plat of the subdivision, referred to hereinabove.

Section C. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

Section D. "Subdivision" shall mean the subdivided real property hereinbefore described, platted, and approved as "Rolling Meadows Subdivision, Units 3 and 4", as hereinabove described more particularly, and as recorded in the Office of the Lake County, Indiana, Recorder, and such additions thereto as may be added as hereinafter provided.

Section E. "Story" shall mean and refer to the horizontal division in a building or structure comprising the space between two successive floors, one vertically above the other.

Section F. "Bi-level" shall mean and refer to a single family residential structure comprised of two adjacent horizontal divisions which, although connected, exist on different horizontal grades or planes.

Section G. "Tri-level" shall mean and refer to a single family residential structure comprised of three horizontal divisions which are connected and may vertically overlap, but exist on three different horizontal grades or planes.

Section H. "Large Animal" shall mean and refer to a horse, cow or steer.

Section I. "Front Yard" shall mean and refer to that portion of a lot which lies between a residential structure and a road or street right-of-way.

Section J. "Rear Yard" shall mean and refer to that portion of a lot which lies between a residential structure and the back lot line.

Section K. "Side Yard" shall mean and refer to that portion of a lot, excluding the area occupied by a residential structure, which is neither a front yard nor a rear yard.

Section L. "Single family" shall mean and refer a group composed of the owner and one or more persons related by blood or marriage to the owner.

II. PURPOSE OF RESTRICTIVE COVENANTS: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain

property values, and to maintain the desired tone of the community, and thereby to secure to each owner the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of his property than is necessary to insure the same advantages to the other owners.

III. SIZE AND POSITION OF BUILDINGS: No dwelling shall be constructed or inhabited on any lot in the subdivision unless its interior shall, if a one-story structure, be at least one-thousand, four-hundred square feet (1400 sq. ft.) in area completely above grade; nor, unless its interior shall, if a structure is a two-story or two-and-one-half story, be at least two-thousand square feet (2000 sq. ft.) in area completely above grade; nor, unless its interior shall, if a structure is a bi-level or a tri-level, be at least one-thousand, four-hundred square feet (1400 sq. ft.) in area completely above grade. The interior area of any structure shall be defined as the sum of the square feet of each room and passageway, completely above grade, within the structure, exclusive of any attached garage, porch, breezeway, basement, attic, or surface or floor which is below the finished grade of the lot upon which the structure is built.

IV. BUILDING LINE AND HEIGHT RESTRICTIONS:

Section A. No building, house, appurtenance, outbuilding, or other structure, exclusive of eaves, steps, and sidewalks, shall be located beyond the front yard setback lines indicated on the approved and recorded subdivision plat or plats, nor within twenty-five feet (25') of any of its other boundaries of a lot. Windows and other usual projections shall be considered a portion of any such building, house, appurtenance, or outbuilding.

Section B. No building shall be more than two and one-half stories in height, and shall not exceed twenty feet (20') in height from the floor of the first story to the underside of the ceiling of the highest story.

V. RESTRICTION AGAINST SALE WITHOUT NOTICE TO ADJOINING OWNERS: No sale of a lot in the subdivision shall be consummated without giving at least thirty (30) days' written notice of the terms of any offer of sale for a lot to the owners of record of all lots adjoining the lot to be sold; and any such adjoining lot owner shall have the right to purchase the lot to be sold on the same terms as contained in the offer of sale. As among adjoining lot owners, the first to deliver to the Seller a written offer upon the said terms of sale shall be entitled to purchase the premises, to the exclusion of the other said adjoining lot owners.

VI. RESTRICTION AGAINST RAISING HEIGHT OF GRADE: No person or persons shall at any time raise the grade of any lot or lots above the existing natural grade.

VII. REQUIREMENT AS TO SEEDING AND PLANTING: When any residential structure shall be constructed on any lot, the owner of said lot shall cause the front yard and the side yards to be landscaped by seeding and planting grass, decorative shrubs, and

trees, excepting, however, such part of said portion of the lot, not to exceed twenty percent (20%) thereof, as shall be constructed as and used for driveways, sidewalks, terraces, patios, and permitted vehicular parking space.

VIII. RESTRICTION AS TO FENCES -- HEIGHT AND STYLE:

No fence, wall, or hedge higher than six (6) feet shall be erected or maintained on any lot. The style of all fences, including decorative or landscaping fences, must be in architectural harmony, in both design, shape, color, and placement on the lot with the design and size of the residential structure on said lot and on all adjacent lots. Fences for agricultural purposes, such as the containment of animals or the protection of crops, shall be permitted on the portion of a lot not required to be landscaped pursuant to Article VII, above.

IX. RESTRICTION AS TO FENCES -- LOCATION:

All of that portion of a lot within ten (10) feet of any street or road shall be used solely for lawns, driveways, and walks; and no fences shall be located closer than fifteen (15) feet to any street or road.

X. RESTRICTION AGAINST SIGNS AND BILLBOARDS:

No signs, billboards, or advertising devices of any kind, except those used in sale of real estate, shall be placed or otherwise installed on any lot or structure.

XI. DEDICATED EASEMENTS AND RIGHTS OF ENTRY:

Section A. Easements for installation and maintenance of utilities and drainage easements and facilities are shown on the recorded subdivision plat or plats. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Section B. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

XII. USE RESTRICTIONS:

Section A. Each lot shall be used as a residence for a single family and for no other purpose. No group homes, tenements, duplexes, or multiple-family dwellings shall be permitted.

Section B. No business, commercial, office, or industrial enterprise of any kind shall be conducted on any lot.

Section C. No noxious or offensive activity shall be carried on in or on any lot.

Section D. No owner shall permit anything to be done or kept on his lot which would result in the cancellation of liability or casualty insurance on any structure or which would be in violation of any law.

Section E. Up to four (4) large animals shall be permitted to be kept on lots 2, 3, 4, and 5 of Unit 3. Up to seven (7) large animals shall be permitted to be kept on lot 6 of Unit 3. No large animals shall be raised, bred, or kept on any other lot. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other common household pets may be kept on lots, so long as they are not kept, bred, or maintained for commercial purposes.

Section F. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot except in closed sanitary containers located in appropriate areas concealed from public view, except that containerized garbage, debris, trash, and rubbish may be placed at a convenient pick up site on days and at times when such garbage, debris, trash, and rubbish is to be commercially collected and removed from the lot.

Section G. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently. No outbuilding of any kind or nature larger than one-thousand, eight-hundred, fourteen square feet (1814 sq. ft.) shall be permitted on each of lots 2, 3, 4, 5, and 6 of Unit 3; and no outbuilding of any kind or nature larger than one-thousand, five-hundred, ninety square feet (1590 sq. ft.) shall be permitted on lot 1 of Unit 3 or on each of lots 1 and 2 of Unit 4.

Section H. No tank or the storage tanks, whether for fuel oil, propane, gasoline, or for any other substance, may be constructed or maintained under the surface of the ground. An above ground storage tank or facility shall not be constructed or maintained in the front or side yards of a lot.

Section I. All motor vehicles on a lot must be properly licensed and in operable condition; and all recreational vehicles, travel trailers, boats, and vehicles of any other kind or nature must be parked or stored behind or within a structure or building, so as to be out of public view. No trucks or vans heavier than three-fourths ton may be stored on any lot, and only may be parked at a lot for the purpose of making deliveries thereto.

Section J. No structure or building shall have concrete block exposed to view, on the front or sides; no more than two courses of concrete block may be exposed to view on the rear of any such

structure or building, no mobile, modular, or manufactured ("prefabricated") home or housing shall be permitted.

Section K. No structure with a roof pitch of less than three inches (3") of pitch four each one foot (1') of horizontal travel shall be permitted.

Section L. No garage constructed beneath another part of a structure ("garages under" or "built-in garage") shall be permitted.

Section M. Each residential structure shall incorporate brick masonry construction on at least one-half of the front wall of the structure.

XIII. OWNER'S OBLIGATION TO REPAIR AND MAINTAIN:

Each owner shall, at his sole cost and expense, repair and maintain all structures on his lot, keeping the same in a condition comparable to the condition of such structures at the time of initial construction, excepting only normal wear and tear.

XIV. OWNER'S OBLIGATION TO REBUILD: If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within ninety (90) days after the damage occurs, and shall be completed within one-hundred, eighty (180) days after the damage occurs, unless prevented by causes beyond the control of the owner.

XV. ANNEXATION OF ADDITIONAL PROPERTY: Additional residential property and/or common area may be annexed to the subdivision with the written consent of seventy-five percent (75%) of the lot owners.

XVI. GENERAL PROVISIONS:

Section A. Enforcement. Any lot owner or combination of lot owners shall have standing and the right to bring and maintain an action for injunctive relief and damages, as the case may be, to enforce these restrictive covenants against anyone breaching the same. Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any future or other breach is concerned. No waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or of other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition. Any relief granted shall be with Plaintiffs' attorneys fees, expenses of suit, and court costs.

Section B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section C. Amendments. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the subdivision and each lot therein, may be waived, terminated, or modified as to the whole of Rolling Meadows Subdivision Units 3 and 4 or any portion thereof with the written consent of the owners of seventy-five percent (75%) of the lots in Rolling Meadows Subdivision Units 3 and 4, and if only a portion of the subdivision is intended to be affected, the written consent of the owners of seventy-five percent (75%) of the lots in the portion to be affected shall also be secured. No such waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of Recorder of Lake County, Indiana.

Section D. Subordination. No breach of any of the conditions herein contained or resulting by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to any lot, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section E. Duration. The restrictions, covenants, and conditions in this document shall be binding upon each and all of the lots in the subdivision and on the owners thereof for a period of twenty-five (25) years from the date of recordation of this agreement, and shall be automatically extended thereafter for successive periods of twenty-five (25) years each, unless, by a seventy-five percent (75%) vote of the lots within the subdivision, the owners effect a dissolution of same, by executing and acknowledging an appropriate written document to such effect and recording same in the Office of Recorder of Lake County, Indiana, at least three (3) months prior to the expiration of the said restrictions, covenants, and conditions due to be renewed. Filing of such instrument shall be effective to dissolve any and all conditions, restrictions, and covenants contained herein, or portions thereof, which may be so specified in such instrument, and to preserve any others of the conditions, covenants, and restrictions not so specified.

XVII. APPLICABILITY OF RESTRICTIONS TO PURCHASER AT MORTGAGE FORECLOSURE: Should any mortgage, deed of trust, or other lien be foreclosed on any of the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

XVIII. VOID CONVEYANCE. Any deed, lease, conveyance, or contract containing terms contrary to those in these restrictive

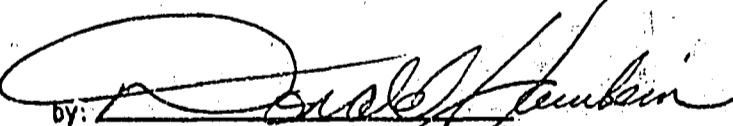
covenants shall be void and may be set aside upon complaint filed in a court of competent jurisdiction by any lot owner or combination of lot owners; and all successors in interest, heirs, executors, administrators, or assigns of the parties to such a conveyance shall be deemed parties to the same effect as the original signers hereof; and when such conveyance or other instrument is set aside, all costs and all expenses of such proceedings as a part of any judgment, including the attorneys fees of the plaintiffs, shall be taxed against the offending party or parties, and shall constitute a lien against the real estate so deeded, sold, leased, or conveyed, until paid; and such lien may be enforced in the manner of real estate mortgage foreclosure proceedings.

XIX. EFFECT: This agreement constitutes a mutual covenant running with the land, and all successive owners shall be bound by and shall have the same right to invoke and enforce its provisions as the original signatories hereto. These restrictive covenants shall take effect and be in full force as to any lot within the subdivision as of the date of recordation hereof in the Office of the Lake County, Indiana, Recorder.

Document is NOT OFFICIAL!
 ALL OF WHICH IS AGREED by the undersigned developers and owners this 15th day of April, 1991.
 This Document is the property of the Lake County Recorder!

 _____ Warren W. Metz	 _____ Carey W. Metz
 _____ Wayne A. Metz	 _____ Eauna Metz

INB Northwest, as successor in interest to Lowell National Bank, in Trust Number 84

by: 
 Donald Hawkins, trust officer

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Warren W. Metz, Carey W. Metz, Wayne A. Metz, and Eauna Metz, who, each having been duly sworn upon oath, subscribed:

or acknowledged his or her respective signature.

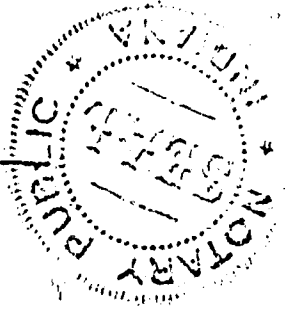
My commission expires: 7-2-93

Phyllis J. Lister

Notary Public
Phyllis J. Lister

-- SEAL --

Resident of Lake County, Indiana.



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Don Hawkins, known to me to be a Trust Officer for INB Northwest, successor in interest to Lowell National Bank, in Trust Number 84, who, having been duly sworn upon oath, subscribed or acknowledged his respective signature in said capacity.

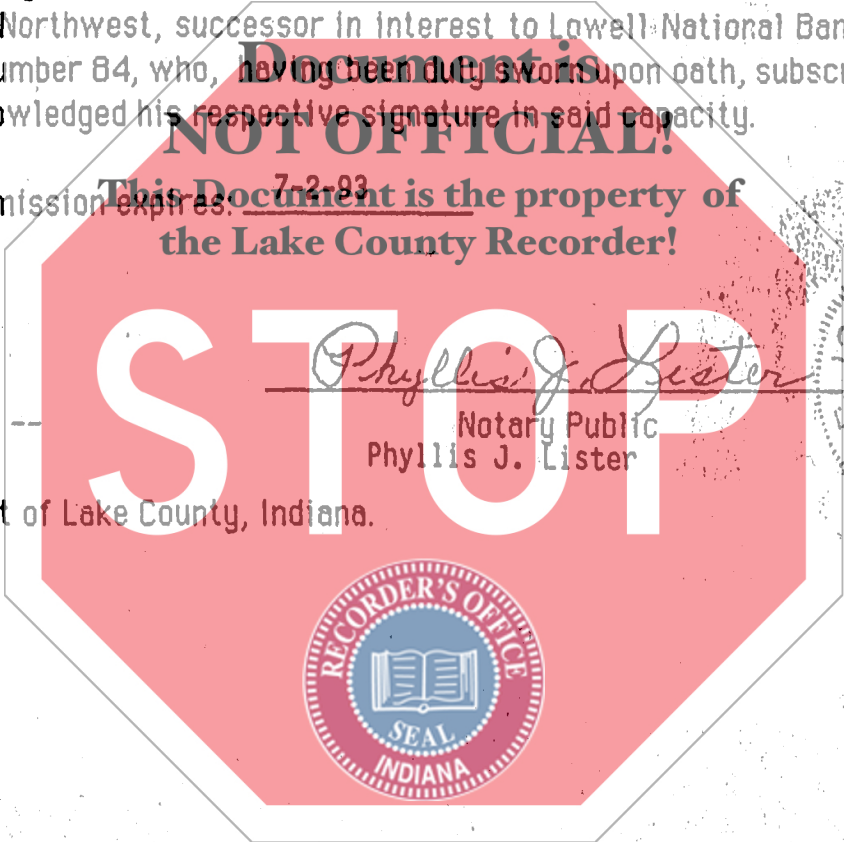
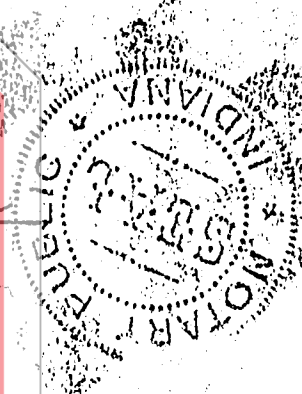
My commission expires: 7-2-93
This Document is the property of the Lake County Recorder!

Phyllis J. Lister

Notary Public
Phyllis J. Lister

-- SEAL --

Resident of Lake County, Indiana.



This document prepared by Timothy R. Sendak, Attorney at Law
209 South Main Street, Crown Point, Indiana 46307