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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FEB 22 1993

DUPLEX RESIDENTIAL UNITS

Dana N. Anton

AUDITOR LAKE COUNTY

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 18th day of February, 1993, by and between Brad Matthews & Kevin Parker and Michael D. Brady, as fee simple owners of the respective units as indicated, and more particularly described on Exhibit "A," hereinafter referred to as "Owners."

WHEREAS, the undersigned are the fee simple owners of record of certain adjacent improved real estate in the Town of Griffith, Lake County, Indiana, which real estate is more particularly described on Exhibit "A" (the "Property"), and there exist residential buildings situated on each parcel with a common wall situated upon the boundary line dividing said tracts of land, so that One-Half (1/2) of said common wall is situated upon one of said tracts, and the other One-Half (1/2) of the other tract, and is the property of

the Lake County Recorder!

WHEREAS, the Owners desire to establish for their own benefit and that of the future owners and occupants of parcels within the Property certain easements and rights in, over, and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof, and

WHEREAS, the covenants, conditions and restrictions contained in this Declaration shall be enforceable equitable servitudes and shall run with the Property, and

WHEREAS, it is hereby mutually agreed by and between the Owners as follows:

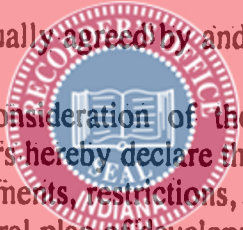
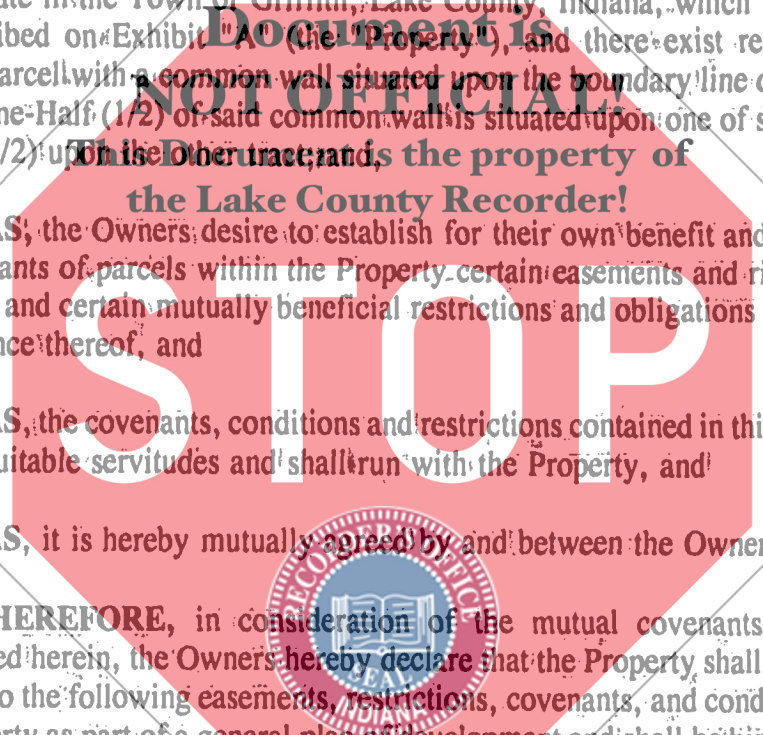
NOW, THEREFORE, in consideration of the mutual covenants, conditions, and restrictions as stated herein, the Owners hereby declare that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Property as part of a general plan of development and shall be binding on all parties having or acquiring any right, title, or interest in the Property, or any part thereof, and shall insure to the benefit of each Owner of the Property.

I. Property Rights.

A. Owners' Easement and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to his Unit. Such right and easement shall be appurtenant to and shall pass with title to every parcel.

B. Parking Rights. No parking shall be allowed in driveways or in areas used as access to private garages, except by the Owner of the parcel appurtenant to such driveway or access area and his guests.

Chicago Title Insurance Company



STATE OF INDIANA, S.S. NO. LAKE COUNTY FILED FOR RECORD FEB 24 10 23 AM '93 RECORDER

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II. Party Walls.

A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Unit and placed on the dividing line between two parcels 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 liability for property damage through the negligence or willful acts or omissions shall apply. No Owner shall cut through or make any penetration through a party wall for any purpose, or interfere with the equal use by the abutting Owner.

(1) The middle line of said party wall shall coincide with the boundary line between said two (2) parcels of land, and for such purpose the parties hereto mutually grant and covenant each for himself and his heirs, grantees and assigns to and with each and all of the other parties hereto, their heirs, grantees, and assigns.

(2) It is agreed by the parties hereto that said party wall dividing said commercial building shall be and remain a party wall so long as said party wall is used and useful to said premises.

(3) The Owners of each of said tracts of land shall have the right to use said party wall by inserting, from their respective sides of said boundary line between said tracts, timbers or other materials, up to, but not beyond, a vertical line drawn through the center and along the entire length of said wall, and otherwise use said party wall in any manner that may not interfere with the equal use of the other one-half (1/2) of said party wall by the Owner of the adjoining land, his heirs, grantees, or assigns.

(4) If it should become reasonably necessary or advisable to maintain, repair or rebuild the whole, or any portion of said party wall, the same shall be done, as near as is practicably possible, so that same is of like materials, size, construction, and quality as the present party wall, and the expense of such repairing or rebuilding shall be borne equally by the respective Owners, their heirs, grantees, or assigns, of the adjoining parcels divided by said party wall.

(5) In case of damage to, or destruction of, said party wall, including the foundations thereof, the owner of either of said tracts, or his heirs, grantees, or assigns, shall have the right to go upon the premises of the other to repair or rebuild the said party wall, and each Owner shall promptly contribute and pay their respective one-half (1/2) of the reasonable costs of such repairing or rebuilding.

(6) In case it becomes reasonably necessary to replace, rebuild or repair any portion of the roof supported by the party wall herein described, the respective Owners, their heirs, grantees or assigns, shall agree upon the color, type and quality of such roof, and shall share equally the cost of the same. No change shall be made in the roof design or pitch without the written consent of the then-Owners of each said adjoining tracts.

(7) Whenever in this Declaration anything is required to be done by agreement of the parties, their heirs, grantees, or assigns, and such persons are unable to agree thereon due to the incapacity or incompetence of any person required to give consent, or due to the willful and/or unreasonable refusal of any person to agree thereto, the other person or persons shall have the right to petition any court of competent jurisdiction for any relief which the court may determine is necessary in the premises to effectuate and enforce the intent and purpose of this Declaration to resolve the controversy.

(8) This Declaration, and the covenants and promises herein contained, shall be covenants running with the title to each of said tracts of land and shall extend to and be obligatory upon the heirs, executors, administrators, conservators, guardians, personal representatives, grantees, successors and assigns, of each and all of the respective parties hereto, but no Owner shall be responsible except for his act or default while he is the Owner of one (1) of said tracts of land.

B. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who shares the wall may restore it and, if any other Owners of parcels share the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owners to demand a larger contribution from any other Owner or Owners under any rule of law regarding liability for damages caused by negligent or willful acts or omissions.

III. Architectural Control.

A. Approval. No exterior addition, change, or alteration of a Dwelling Unit shall be made by any Owner until the plans and specifications showing the nature, kind, shape, height, color, materials, and location shall have been submitted to and approved in writing by the adjoining Owner as to the harmony of external design and location in relation to the adjoining structure and topography. Written approval shall not be unreasonably withheld.

B. Decorating Scheme. Each Dwelling Unit shall have a uniform and coordinated exterior decorating scheme, and each parcel shall have a coordinated and sightly landscaping scheme. Any substantial deviation from the original exterior decoration and landscaping provided by the Developer shall require the written approval of the adjoining Owner. Awnings, canopies, exterior shutters and other similar decor may not be added without the written approval of the other Owner. Written approval shall not be unreasonably withheld.

C. Antennae. No visible television or radio antennae or satellite dish shall be permitted on any parcel or Dwelling Unit.

D. Responsibility of Owners. The Owners of Dwelling Units shall have the responsibility to repair, replace, and maintain the exterior and interior of their Dwelling Units in a clean, sightly, and attractive manner.

IV. Insurance.

A. Dwelling Units.

1. Each Owner shall be required to obtain and maintain adequate insurance of his Dwelling Unit, which shall insure the Dwelling Unit for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Each Owner shall be required to supply the other Owner with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this paragraph.

2. To the extent obtainable, each Owner shall be required to obtain and maintain general liability insurance against liability for any negligent act of commission or omission occurring within a Dwelling Unit or upon a Lot. Each Owner shall be required to supply the other Owner with evidence of such insurance coverage.

B. Repair or Replacement of Damaged or Destroyed Property.

1. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty. In the event of damage or destruction by fire or other casualty to any Dwelling Unit covered by insurance, then such Owner shall, with the concurrence of the Owner's mortgagee, if any, within thirty (30) days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the Dwelling Unit in a good and workmanlike manner, in conformance with the original plans and specifications. If such Owner refuses or fails for any reason to so repair or rebuild as provided, then the other Owner is hereby irrevocably authorized by such Owner to repair and rebuild such damaged or destroyed portions of the Dwelling Unit in a good and workmanlike manner in conformance with the original plans and specifications thereof. In such event, the other Owner shall have a lien against such Owner's Dwelling Unit and land in whatever amount sufficient to adequately pay for such repair or rebuilding.

V. Use Restrictions.

A. Separate Estate. Each parcel shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions of this Declaration.

B. Use. Each Parcel is hereby reserved for single family residential use and shall have erected thereon a Dwelling Unit, joined together by a common exterior roof, wall and foundation.

C. Construction. All Dwelling Units on the parcels are of new construction.

D. Temporary Structures. No structures of a temporary character such as trailer, tent, shack, garage, barn, or other outbuilding shall be used on any parcel or any other portion of the Property at any time as a permanent or temporary residence.

E. Signs. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any parcel or other portion of the Property, nor shall the Property or any parcel thereon be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any parcel, or any resident of any parcel. No business activities of any kind whatsoever shall be conducted in any Dwelling Unit or on any portion of the Property. Loud noises, objectionable odors, and excessive external lighting is prohibited.

F. Storage. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened to or stored so as to conceal them from the view of neighboring parcels and streets. All rubbish, trash, or garbage shall be regularly removed from all parcels and shall not be allowed to accumulate on the parcels.

G. Other Easements. Utilities shall have the right to install and to maintain meters, connection boxes, and any related equipment within the easement of on the walls of any structures adjacent to the easements and shall have the right to enter upon the parcels to repair, remove, replace, service the utilities, and read the meters, boxes and related equipment.

H. Parking. The parking areas of the Property shall not be used for parking of commercial trucks and vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring parcels, and shall not be used for storage of disabled vehicles. Sidewalks, parking areas, private drives, and walkways shall not be obstructed with bicycles, toys, or other materials.

I. Pets. Except for tropical fish and a parakeet-size bird, one domestic house pet, i.e., a dog of not greater than 30 pounds at maturity or a small cat shall be permitted to be kept in a Dwelling Unit. Dogs shall not be left unattended by an Owner outside of a Dwelling Unit. Pets shall not be kept, bred or maintained for any commercial purposes, and pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon seven (7) days' written notice from the other Owner.

J. Clothes Lines. No garments, rugs, etc. shall be hung from windows, doorways, railings or decks of Dwelling Units, and no clothes lines or similar type structures shall be permitted on any parcel.

K. Air Conditioning Units. No Owner shall install or permit to be installed any window-mounted or through-the-wall mounted air conditioning unit in his Dwelling Units.

L. Security Lights. No Owners shall interfere with the security lighting attached to any Dwelling Unit or garage so as to limit the effectiveness of such lighting.

VI. Amendment.

This Declaration may be amended upon the written consent of the Owners. Amendments to this Declaration shall become effective upon recordation in the Office of the Lake County Recorder, unless a later effective date is specified therein.

VII. Termination.

The Declaration shall be terminated, if at all, in the following manner:

A. Agreement. The termination of the Declaration may be effected by the agreement of all Owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Office of the Recorder of Lake County, Indiana.

VIII. General Provisions.

A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

B. Enforcement. Any Owner shall have a right of action against and the right to enforce and provision of this Declaration in any proceeding at law or in equity. Any Owner found to be in violation by a court of competent jurisdiction of any provision of this Declaration shall also be liable for reasonable attorneys' fees incurred by any Owner in prosecuting such action. The amount of such attorneys' fees and costs, together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Lot, enforceable as other liens established by this Declaration. Failure by any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right.

C. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, for any public use or purpose whatsoever.

D. Alienation. Any lease or rental agreement must be in writing and subject to the Declaration. No Dwelling Unit may be leased or rented for a period of less than thirty (30) days.

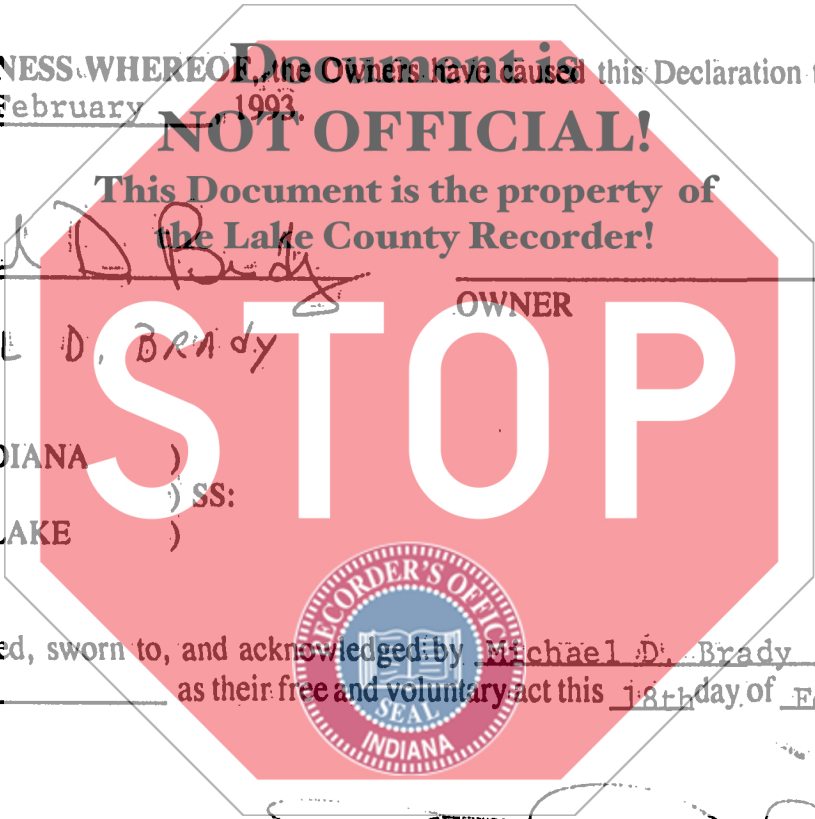
E. Gender and Grammar. The singular, wherever used herein, shall be construed to be in the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

F. **Captions.** The captions of each article and section and paragraph hereof, as to the contents of each article and paragraph, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular article or paragraph to which they refer.

G. **Law.** This Declaration shall be construed and interpreted in accordance with the laws of the State of Indiana.

H. **Separate Taxes.** It is intended that real estate taxes are to be separately taxed to each Owner for his Lot. In the event that for any year such real estate taxes are not separately taxed to an Owner but are taxed on the Property or some part thereof, then such Owner shall pay the amount thereof attributable to his Lot or Dwelling Unit.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be signed this 18th day of February, 1993.



Michael D. Brady
OWNER
Michael D. Brady

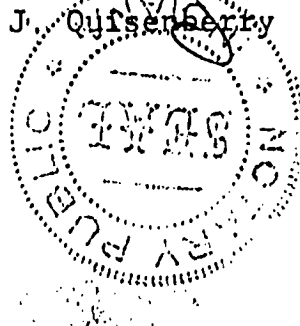
OWNER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed, sworn to, and acknowledged by Michael D. Brady
as their free and voluntary act this 18th day of February,
1993.

Julia J. Quisenberry
NOTARY PUBLIC Julia J. Quisenberry

My Commission Expires: December 16, 1994
Newton
Resident of Lake County, Indiana.



SEAL

Exhibit A

The East 1.5 feet of Lot 47, Woodland Estates Fifth Addition, Block Three, to the Town of Griffith, as shown in Plat Book 64, page 57, in Lake County, Indiana, and Lot 37, except the East 38 feet thereof, Woodland Estates Fifth Addition, Block Two, to the Town of Griffith, as shown in Plat Book 64, page 56, in Lake County, Indiana.

