

11471 Lakewood St
Crown Point 46307

DECLARATION OF RESTRICTIONS FOR
SOUTH POINT ESTATES
LAKE COUNTY, INDIANA

93016191

FILED

THIS DECLARATION, made this 5th day of December, 1992 by Thomas N. Simstad (hereinafter referred to as the "Developer"):

MAR 12 1993

WITNESSETH;

KEY 7-333-1 TO 19

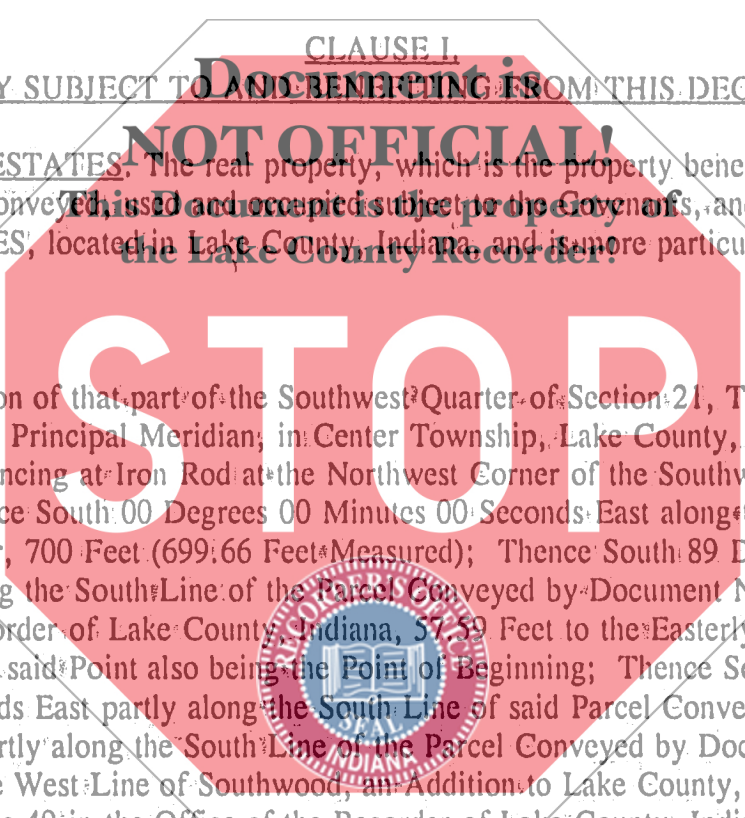
Thomas N. Simstad

WHEREAS, Developer is the owner of real property described in Clause I of this Declaration and is desirous of subjecting said real property to the conditions, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"); each and all of which is and are declared to be equitable servitudes binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Developer hereby declares that the real property described in and referred to in Paragraph 1 of Clause I hereof, is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants.

CLAUSE I
PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

SOUTH POINT ESTATES. The real property, which is the property benefitted is, and shall be held, transferred, sold, conveyed, and occupied subject to the Covenants, and is commonly known as **SOUTH POINT ESTATES**, located in Lake County, Indiana, and is more particularly described as follows: to-wit:



Being a Subdivision of that part of the Southwest Quarter of Section 21, Township 34 North, Range 8 West of the 2nd Principal Meridian; in Center Township, Lake County, Indiana, Described as Follows: Commencing at Iron Rod at the Northwest Corner of the Southwest Quarter of said Section 21; Thence South 00 Degrees 00 Minutes 00 Seconds East along the West Line of said Southwest Quarter, 700 Feet (699.66 Feet Measured); Thence South 89 Degrees 45 Minutes 09 Seconds East along the South Line of the Parcel Conveyed by Document No. 92008931 in the Office of the Recorder of Lake County, Indiana, 57.59 Feet to the Easterly Right-of-Way Line of Indiana Route 55, said Point also being the Point of Beginning; Thence South 89 Degrees 45 Minutes 09 Seconds East partly along the South Line of said Parcel Conveyed by Document No. 92008931, and partly along the South Line of the Parcel Conveyed by Document No. 913274, 830.82 Feet to the West Line of Southwood, an Addition to Lake County, Indiana, as recorded in Plat Book 49, Page 49 in the Office of the Recorder of Lake County, Indiana; Thence South 00 Degrees 01 Minutes 09 Seconds East along the said West Line of Southwood, 1030.01 Feet; Thence North 89 Degrees 45 Minutes 09 Seconds West, 838.75 Feet to the Easterly Right-of-Way Line of said Indiana Route 55; Thence North 00 Degrees 25 Minutes 20 Seconds East along the Easterly Right-of-Way Line of said Indiana Route 55, 1030.00 Feet to the Point of Beginning, containing 19.73 Acres, more or less.

CLAUSE II
GENERAL PURPOSES OF THIS DECLARATION

This Subdivision is subject to the Covenants to promote proper use and appropriate development and improvement of SOUTH POINT ESTATES and every part thereof; to protect each and every owner of any part of SOUTH POINT ESTATES against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of SOUTH POINT ESTATES and the use and enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type and quality of improvement in SOUTH POINT ESTATES consistent with these Covenants. The provisions herein contained are for the mutual benefit and

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protection of the owners, present or future, of any and all of the lots in said SOUTH POINT ESTATES, their respective legal representatives, heirs, successors, grantees, and assigns.

CLAUSE III.
GENERAL RESTRICTIONS

1. **LAND USE.** Each lot shall be used, exclusively, as a site for a dwelling for private residence purposes only by one family. Prior to the time that legal title to a lot is first transferred from the developer to an owner, the developer shall be permitted to resubdivide or replat said lot and, in addition, the developer shall be entitled to dedicate additional roadways over and across said lot(s). Once the developer transfers legal title from himself to an owner, no further resubdivision shall be permitted and no lot owner shall provide access over and across said lot to any other real estate without the express written permission of the developer.

2. **DWELLING SIZE.** The minimum square footage of living area shall be 2,000 square feet on the main level for a ranch-style house, 2,350 square feet for all other permitted styles. No bi-levels or raised ranches shall be permitted to be built on any lot within the subdivision. All houses shall have an attached 2 car (minimum) garage.

3. **ARCHITECTURAL CONTROLS.** Architectural controls shall be in effect to govern the site plan, design, and style of the house and/or associated structures, final grading of the lot, and quality of materials (see "Check List of Requirements for Construction"). The Architectural Control Committee shall consist of the Developer, or its designated agent(s), or assignees. After all lots have been built upon, or at such earlier time as the Developer deems appropriate, the architectural control of the subdivision shall be vested with and continued by a simple majority of the lot owners, granting approval, thereby turning over complete architectural control to the property owners themselves, and Developer shall thereupon be relieved and discharged from all such duties so assigned. Neither the lot owners, nor any agent(s) thereof, nor the Developer, shall be responsible in any way for any defects in plans, specifications, or other materials submitted to the Architectural Control Committee, nor for any defects in any work done according thereto.

Approval of all plans shall be required prior to the construction of any dwelling or structure. Site plans shall be submitted showing the location of property lines, all proposed structures, existing and proposed grades, well(s), sewers and/or septic field, landscaping, and fences. Home styles shall be compatible with the existing area and the contour of the land. Diversity in homestyles, rooflines and appearance shall be encouraged (identical homestyles will be discouraged). At least 25% (TWENTY FIVE PERCENT) of the exterior of the entire house and/or structure shall be masonry. In lieu of traditional face brick or masonry, the Architectural Control Committee may, at their discretion, approve the use of faux rubble stone foundation on the structure, paving brick on the driveway, or other aesthetically pleasing use of masonry materials on the site in order to meet part of the 25 percent masonry requirement. The minimum allowable roof slope shall be 4' rise in 12' run. Only site built homes shall be permitted. No building, nor any structure, shall be moved to any lot in the subdivision. No modular, nor mobile homes, shall be allowed. No temporary structures shall be allowed.

A written copy of all plans and all specifications shall be submitted to the architectural control committee and is subject to its written approval. Approval or disapproval shall be given in writing within 30 days after receiving complete plans and specifications. Construction may commence once approval is granted, or in the event neither written approval nor disapproval is obtained within thirty (30) days after submission of complete plans and specifications. Whether approval is granted by the Architectural Control Committee or by default, all improvements shall conform to these covenants. The home owner shall notify the Architectural Control Committee in writing, by mail, return receipt requested, of the issuance of the certificate of occupancy. The Architectural Control Committee may inspect the improvements after this notification to approve for compliance. If no suit to enjoin the construction has been commenced prior to 90 days after the home owner properly notifies the Architectural Control Committee of the issuance of the certificate of occupancy, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction shall be completed within six (6) months from the date of issuance of the building permit. The primary residence on said lot shall be built by a licensed and bonded general contractor or an owner who has successfully passed the general contractor's licensing examination given by the appropriate governmental authority. No improvement which has partially or totally been

protection of the owners, present or future, of any and all of the lots in said SOUTH POINT ESTATES, their respective legal representatives, heirs, successors, grantees, and assigns.

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destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

4. **ADDITIONAL STRUCTURES.** No trailer, garage, barn, storage shed, outbuilding, or any other additional structure shall be used either temporarily or permanently as a dwelling or residence. No trailers, boats, motor vehicles or recreational vehicles are permitted to be stored on any lot for a period of time in excess of two (2) weeks, unless said personal property is stored in a fully enclosed building. No unattached or attached garage, barn, storage shed, outbuilding, or any other structure shall be placed, erected or altered on any lot until the complete construction plans, site plan and specifications are approved pursuant to the section entitled; "ARCHITECTURAL CONTROL." Notwithstanding anything contained herein to the contrary, no more than one of the following additional structures: detached garage, barn or storage shed or outbuilding, shall be permitted on each lot. The total square footage of said additional structure shall not exceed 500 square feet, and the material used on the exterior of said structure shall be the same as the material used on the exterior of the primary residence located on said lot. The appearance of the additional structure shall match, as closely as possible, the design, character and style of the primary residence.

5. **BUILDING LOCATION.** No house, garage, or other structure shall be located closer than 25 feet from a side property line. No house, garage, or other structure shall be located closer than 50 feet from the front or rear property lines of any lot. Site plan must specifically show the house, building sidelines, front setback line, and rear setback line.

6. **WOODLANDS PRESERVATION.** No tree over 15 in diameter, measured 1 foot above grade, shall be removed without good cause. Good cause shall be limited to those trees which are necessary to build one's home, drive, septic, garage, or other permitted structure, or those trees which have been found to be dead, dying, diseased, or pose a hazard to life, limb or property as attested to by a qualified tree surgeon. No tree or bush, regardless of size, located within 25 feet of any property line shall be removed, unless said tree poses a hazard to life, limb or property, as attested to by a qualified tree surgeon.

7. **FENCES.** Metal fences and/or vinyl coated metal fencing and support posts shall not be permitted to be erected on any lot in the subdivision. All fences shall be constructed of such other materials and in a manner which does not detract from the natural quality and aesthetic appearance of the existing geographic areas within the subdivision. In addition, no fence of any kind shall be erected, placed or maintained in the area between the rear, exterior wall of the main dwelling structure located on the lot and the front property line. Any fences constructed within this development shall be kept in good repair by the owner.

8. **MAINTENANCE OF LOTS AND IMPROVEMENTS.** The owner of any lot in the Subdivision shall, at all times, maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and, specifically, such owner shall:

(i) Remove all debris or rubbish.

(ii) Prevent the existence of any other item(s) that reasonably tend(s) to detract from or diminish the aesthetic appearance of the Subdivision.

(iii) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

(iv) All un-built upon lots shall be mowed at least once monthly during the months of May, June, July, August, September, and October and more often as is necessary.

9. **NUISANCES.** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No waste, trash or garbage of any sort shall be allowed on any lot.

10. **ANIMALS.** No livestock, poultry or any other farm animal(s) shall be kept on any lot. Only domesticated house pets shall be excepted from this provision.

11. WEAPONS. The use of firearms within the Subdivision is strictly forbidden. No hunting, target practice, nor any other use of firearms or other weapons is allowed.

12. CONSTRUCTION OF DRIVEWAYS. Weather permitting, all driveways or other entrances to any lot in the subdivision from the dedicated streets in the subdivision shall be paved with two inches of black top over a base of six inches of stone no later than thirty (30) days after occupancy.

13. OVERNIGHT PARKING. No trucks or other similar vehicles having a load rating in excess of three-quarters of a ton shall be permitted to be parked on any of the streets or lots of the subdivision in excess of four (4) hours.

14. ACCESS TO AND MAINTENANCE OF POND AND SPILLWAY.

The pond located within the boundaries of SOUTH POINT ESTATES shall be for the exclusive use and benefit of the owners, their invitees and guests of Lots 10, 11, 12, 13 and 14 who shall equally be responsible for the cost of all maintenance required to be performed to said spillway and pond. A pond maintenance fund shall be created and managed by three trustee land owners elected by a majority of the owners of the lots listed above. The fund may only be used for the maintenance and improvement of the pond, and the adjoining shoreline overflow structure(s). The owner of each lot listed above shall be required to pay an annual assessment of One Hundred Fifty and no/100 (\$150.00) Dollars per year. No further assessments shall be paid into the fund once it contains more than Five Thousand and no/100 (\$5,000.00) Dollars, should the fund drop below Five Thousand Dollars (\$5,000), assessments shall resume. Maintenance funds shall be kept in an savings account, which shall be held in the names of all three trustee land owners. No withdrawals from the account shall be permitted without a majority vote of all participating property owners. The annual assessment may be altered only by a majority vote of all participating property owners. The account, and any books, papers, or other shall be open to inspection by the above mentioned property owners at all reasonable times. Any property owner who fails to pay upon demand his proportionate share of the amount of said assessment shall be excluded from use of the pond, and action by the other property owners may be initiated in court to force specific performance. Except as provided herein, no property owner with access to the pond and spillway shall provide access to any other lot owner within the subdivision for use of the same without the express written permission of the developer, its heirs and assigns. No petroleum powered water craft shall be used on the pond. No commercial use of the pond shall be permitted. No pier or dock shall be constructed that extends into the pond farther than 10 feet from the shore line of the pond.

15. LANDSCAPING. All landscaping shown on the initial plans and specifications of the house as approved by the architectural control committee and such other landscaping as is necessary for the integrity of the subdivision shall be completed by the owners within thirty (30) days of occupancy, weather permitting.

16. YARD FIXTURES. Clothes lines, either permanent or temporary, shall not be permitted on the exterior of any structure or on any lot within this subdivision. Automatic dusk to dawn yard lighting shall not be permitted. Lighting energized by motion detection devices shall be permitted, as long as the lights reset (turn off) within 10 minutes after being energized. Manually controlled outside lighting shall be permitted.

CLAUSE IV.
GENERAL PROVISIONS

1. **SEVERABILITY.** In the event that any part(s) of the restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, remainder shall so continue in full force and effect as though the unenforceable portion or portions were not included herein.

2. **INITIAL TERMS AND EXTENSIONS.** These Restrictive Covenants shall run with the land and shall be binding on all parties, persons, or entities claiming under them or onto the land for a period of 20 years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of 10 years, unless a signed agreement by 75% (or more) of the then current property owners of said lots has been recorded, modifying these Covenants in whole or in part.

3. **REMEDIES.** The Developer, owner or owners, present or future, of any land or lot included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also damages for any injuries resulting from any violation thereof; but there shall be no right or reversion or forfeiture of title resulting from such violation. The developer shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of this agreement from any owner or owners in violation of the same.

4. **ASSIGNMENT.** Developer reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana and Developer shall thereupon be relieved and discharged from all such duties so assigned.


5. **FAILURE TO ENFORCE.** The failure to enforce any of the Covenants herein set forth as to any violation by the Developer, its agent(s) and/or assigned, or any property owner, of any term, condition or covenant contained herein shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different term, condition or covenant herein. Moreover, no such failure to enforce shall entitle any owner to claim, sue for, or receive any damages or other payment from Developer. In addition, if Developer is named by any owner in any legal action, Developer shall be entitled to recover from said owner reasonable attorney fees in defending said action. Should, for any reason, the Developer be unable or unwilling to enforce these covenants, each lot owner shall be permitted to initiate enforcement action against another owner at their own expense.

6. **WAIVER.** The Developer may waive, any of the covenants or any portion thereof. For instance, should the owner desire to use new or innovative building materials, new types of construction, or other items not specifically addressed herein, the Developer (or assignee) may consider those items on a case by case basis. If such waiver is by a document duly executed by said Developer, acknowledged and recorded with the Recorder of Deeds of Lake County, Indiana, the same shall permanently waive the benefits of the Covenants, for the benefit of the property benefited and shall be binding upon said various owners and their respective successors and assigns.

7. **MISCELLANEOUS.** The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

The word "Owner" shall be defined for purposes of this Agreement as a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title to a Lot, and any executors, heirs, legatees, successors, and assigns thereof.

IN WITNESS WHEREOF, Developer has caused this Instrument to be executed and attested to as of this 5TH day of DEC, 1992.



LAKE COUNTY TRUST COMPANY, as Trustee
under Trust No. 2557

DEVELOPER

CHECK LIST OF REQUIREMENTS FOR CONSTRUCTION
(PLEASE FILL IN ALL BLANKS)

OWNER NAME _____
CURRENT ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE (DAY) _____ (EVE.) _____

PROJECT ADDRESS _____

LOT # _____ SUBDIVISION - SOUTH POINT ESTATES

PROJECT TELEPHONE NUMBER (IF APPLICABLE) _____

PLANS

1. SITE PLAN, DRAWN TO SCALE - SHOWING (ALL THAT APPLY):

- A. PROPERTY LINES
- B. LOCATION OF DWELLING
- C. LOCATION OF OTHER DETACHED STRUCTURES
- D. BUILDING SETBACK LINES
- E. EASEMENT LINES
- F. UTILITIES
- G. EXISTING GRADES
- H. PROPOSED GRADES
- I. WELL(S) AND/OR WATER SERVICE TAP
- J. SEPTIC FIELD AND/OR SEWER TAP
- K. DRAINAGE STRUCTURES
- L. LANDSCAPING
- M. DRIVEWAY
- N. WALKWAY
- O. DECKS
- P. SWIMMING POOL
- Q. FENCES
- R. DIMENSIONS NECESSARY TO PROPERLY LOCATE THE ABOVE
- S. SCALE AND NORTH ARROW



2. DETAILED BUILDING PLANS - A COMPLETE SET OF WORKING DRAWINGS THAT WOULD ALLOW A PROFESSIONAL LICENSED CONTRACTOR TO ACCURATELY CONSTRUCT THE PROPOSED DWELLING. THE DRAWINGS MUST CLEARLY SHOW THE SIZE, LOCATION, AND MATERIAL OF EACH PORTION OF THE STRUCTURE.

3. SEPTIC PLANS - COPIES OF APPLICATION FOR SEPTIC SYSTEM AS SUBMITTED TO HEALTH DEPARTMENT and THE NAME OF THE INSTALLER.

REQUIREMENT CHECKLIST

PLEASE ANSWER YES (Y), NO (N), OR NOT APPLICABLE (NA)

RANCH-STYLE HOUSE _____ OTHER PERMITTED STYLE _____

If ranch style, does the size of heated living area (excluding basement & garage) exceed 2000 sq.ft.? _____

If other permitted style, does the size of heated living area (excluding basement & garage) exceed 2350 sq.ft.? _____

Is at least 25% (twenty-five percent) of the exterior of the house and/or structure masonry? _____

Does the minimum roof slope of the house and/or structure exceed 4' rise in 12' run? _____

I do hereby certify, represent, and warrant that I have complied with all the covenants for South Point Estates, and that my parcel shall be developed as shown on the plans submitted and as shown on this checklist.

(SIGNATURE AND DATE)

NO APPROVAL FOR CONSTRUCTION SHALL BE GRANTED UNLESS THIS CHECK LIST IS COMPLETED, SIGNED, AND PROPERLY SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ALONG WITH THE PLANS AND SPECIFICATIONS.

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, 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 or Transferee" 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 beneficiaries 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 12th day of March, 1993.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 8, 1977 and known as Trust No. 2557.

BY: Charlotte L. Keilman
Charlotte L. Keilman, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who 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 such Corporation, as Trustee.

Witness my hand and seal this 12th day of March, 1993.

Laura L. Anderson
Laura L. Anderson-Notary Public

My Commission Expires: November 11, 1995 Resident: Lake County, Indiana

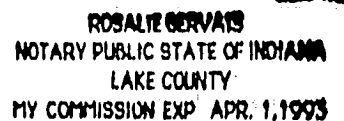
Thomas N. Simstad - Thomas N. Simstad

THOMAS N. SIMSTAD, Developer
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a notary Public in and for said County and State, personally appeared the within named Thomas N. Simstad, who acknowledge the execution of the foregoing instrument.

Witness my hand and seal this 12th day of March, 1993.

Rosalie Gervais
Notary



My Commission Expires: 4-1-93 Resident: Lake County, Indiana