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KEYS 13-591-1 to 17

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Auditor Lake County

DECLARATION OF COVENANTS AND RESTRICTIONS OF R. LUNDEBERG MANOR, UNIT 2, TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF R. LUNDEBERG MANOR, UNIT 2, TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

THIS DECLARATION, made this 26th day of November, 1993, by **TDL DEVELOPMENT, INC.**, an Indiana corporation, (hereinafter sometimes referred to as "Developer").

W I T N E S E T H:

WHEREAS, Developer is the owner of real estate 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 BENEFITTING FROM THIS DECLARATION

1. **THIS SUBDIVISION.** The real property which is the property benefitted is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants, and is commonly known as **R. LUNDEBERG MANOR, UNIT 2,** to

the Town of Schererville, Lake County, Indiana, and is more particularly described as follows, to-wit:

> Lots 1 to 17, R. Lundeberg Manor Unit 2, an addition to the Town of Schererville, as shown in Plat Book 75, page 46 in the Office of the Recorder of Lake County, Indiana.

2. **WAIVER**. The Developer may waive in whole or in part the benefits of the Covenants. 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 benefitted and shall be binding upon said various owners and their respective successors and assigns.

CLAUSE II.

GENERAL PURPOSES OF THIS DECLARATION

This real estate is subject to the Covenants to insure proper use and appropriate development and improvement of that part of R. Lundeberg Manor, Unit 2, heretofore described; to protect each and every owner of any part of R. Lundeberg Manor, Unit 2, covered by these Covenants herein 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 insure adequate and reasonable development of that part of R. Lundeberg Manor, Unit 2, described herein 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 that part of R. Lundeberg Manor, Unit 2, described herein consistent with these Covenants. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all of the lots in that part of R. Lundeberg Manor, Unit 2, described herein, 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 and an attached private garage containing no more than three (3) parking spaces for the sole use of the owners or occupants of the dwelling. Said garages shall not be used for rental purposes. 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, shall be entitled to dedicate additional roadways over and across said lot. Once the developer transfers legal title from itself 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 or its designated representative.

2. **DWELLING SIZE.** The ground floor coverage and/or living area as hereinafter defined of the dwellings, exclusive of attached garages, carports, open terraces, porches, and breezeways, shall be as follows:

One-story dwelling with basement or crawl space - Not less than one thousand seven hundred fifty (1,750) square feet of ground coverage.

Two-story dwelling - Not less than one thousand two hundred (1,200) square feet of ground coverage nor less than two thousand two hundred (2,200) square feet of total living area.

Tri-level and quad-level dwellings - Not less than a minimum first and upper floor area of one thousand four hundred (1,400) square feet, not including the below grade levels of said structure. The lower level on tri-levels and quad-levels must be finished.

One and one-half story dwellings - Not less than one thousand five hundred (1,500) square feet of ground coverage and a total living area of two thousand one hundred (2,100) square feet.

All dwellings should be built on a basement or crawl space. There shall be no bi-level dwellings allowed in the subdivision. All dwellings shall be required to have at least an attached two (2) car garage, which garage, as indicated above, shall not be included when computing the total square footage required.

For purposes of this Section, the following definitions are applicable:

A **one-story dwelling** is defined as a dwelling having all living area on one (1) floor. The foundation must be a basement or crawl space. The living area floor level is at or slightly above the exterior grade level.

A **two-story** dwelling is defined as a dwelling having two (2) floors of living area, both above grade and both approximately the same size.

Tri-level and **quad-level** dwellings are defined as dwellings having at least two (2) floors of living area at or above grade. A third floor area can be partially below grade and can be considered living area if the windows are above grade. A quad level is as defined in this paragraph plus containing a basement level.

A **one and one-half story dwelling** is defined as a dwelling having in addition to ground floor living area, a living area wholly or partly within the roof frame. Space with less than five (5) feet clear head room is not considered living area. One or more dormers are required to qualify the upper level as one-half (1/2) story (as opposed to finished attic area).

Ground Coverage is defined as the total foundation area supporting all living area.

Living area is defined as living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entry ways and bath usage. To qualify as living area the interior finish must be of a manner and quality of materials in keeping with the other rooms.

Lower level is defined as a level below grade.

3. **ARCHITECTURAL CONTROLS**. Architectural control of the site plan, design, and style of the house and/or associated structures, and approval of all plans for the limited purpose of assuring compliance with these covenants shall be required prior to the construction of any dwelling or structure. Home styles shall be compatible with the neighboring homes and the contour of the land. No existing building or structure shall be moved to any lot in the subdivision. No temporary structures or mobile homes shall be allowed.

Each dwelling shall have an exterior of at least **forty percent (40%)** stone or brick masonry front unless the dwelling is designed architecturally to fit the surroundings and the plans and specifications are initially approved in writing by

Developer or its designated agent. All window frames installed on the improvements constructed upon the real estate shall be made of wood, vinyl clad wood or metal clad wood. All metal type windows are not permitted.

A written copy of all plans and all specifications shall be submitted to the Developer, or its designated agent(s), and subject to its written approval. Approval or disapproval shall be given in writing within thirty (30) days after receiving complete plans and specifications. Developer may disapprove any set of plans and specifications without cause. In the event written approval or disapproval is not obtained within thirty (30) days after submission of complete plans and specifications, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, formal approval will not be necessary, however, compliance with the terms of the Covenants contained herein shall still be required. The construction of any residential structure must be commenced within two (2) years from the date of the closing of the purchase of the lot and the construction shall be completed within six (6) months weather permitting from the date of the commencement of construction. Developer or its designated agent may extend the time of completion if in its opinion, weather or other conditions have contributed significantly to the delay. Each property owner has the responsibility to maintain his lot by cutting the weeds and other rank vegetation on a regular basis so that weeds and rank vegetation do not grow higher than eight (8) inches. During the construction, no unnecessary building materials, piles of fill or piles of trash shall be permitted to accumulate. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in

such state for more than four (4) months from the time of such destruction or damage. 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 it, nor for any defects in any work done according thereto.

4. **ADDITIONAL STRUCTURES.** There shall be no accessory, storage sheds or other additional structures permitted within the subdivision.

5. **FENCES.** Fences no greater than six (6) feet in height may be constructed around the perimeter of the side and rear yards of any lot in the subdivision. All fences shall be approved by the Developer or its designated agent. No chain link fences are allowed within the subdivision. A greater height may be allowed if the same is required or permitted by ordinance or statutes around swimming pools. Fencing for swimming pools shall be erected so as to encompass the pool area only and shall not intrude on any easements located either adjacent to or on the lot.

6. **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two (2) and four (4) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points

twenty (20) feet from the intersection of the street line, in the case of a rounded property corner, from the intersection of the street property lines extended, the same sight lines shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement.

7. **SIDEWALKS AND DRIVEWAYS.** Sidewalks are to be installed at the expense of the homeowner pursuant to the requirements established by the Schererville Town Ordinances. The construction of all driveways shall meet or exceed the standards set by the appropriate governmental agency. All driveways shall be constructed of concrete material except in those situations where an alternate material is approved in writing by the Developer. Driveways shall be completed within thirty (30) days after occupancy, weather permitting.

8. **NATURAL DRAINAGE WAYS.** No obstruction or diversions of existing surface storm-water drainage swales and channels over or through which surface storm water naturally flows upon or across any lot shall be made by the lot owner in such manner as to cause damage to other lots.

9. **GARBAGE AND REFUSE DISPOSAL.** With the exception of new construction, no lot shall be used or maintained as a dumping ground for rubbish, grass, trees or refuse. Trash, garbage or other wastes shall not be kept, except in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and suitable screened from view from the street. Containers shall be placed at curb edge only on days designated for pick-up service.

10. **STANDARDS AND GRADES.** It is the purpose of the Developer to implement the general purpose of this Declaration. The Developer shall consider the

harmony of the external design with existing structures as well as the covenants in this declaration. The finished yard and excavation grade shall conform to the requirements of the building code of the Town of Schererville, Indiana and standard building practice. The Developer shall not be involved in any grading or elevation requirements and the Builder and/or Owner shall indemnify and hold the Developer harmless from any claims for damages as a result of any grading or elevation on the lot including reasonable attorney fees and court costs. Proper grading shall be the sole responsibility of the Builder and/or Owner.

11. **PROHIBITIONS.** The following activities and uses are prohibited on all lots and in all buildings and structures located on the Property.

A. No home occupation or profession shall be conducted, except as permitted by the Town of Schererville.

B. 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.

C. No waste, trash or garbage of any sort shall be allowed to be retained or stored on any lot.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on any lot, provided that are not kept, bred or maintained for any commercial or hobby purposes; they do not create a

nuisance, and that they are not permitted to roam elsewhere in the subdivision except on a leash.

E. No burning of refuse shall be permitted except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.

F. No undomesticated animal or any other animal having unusually vicious propensities shall be kept or maintained.

G. No outside clothes lines shall be erected or maintained on the lot.

H. All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

I. No recreational vehicle (motor home, trailer, boat, camper, etc.) shall be permitted to be parked on any lot or anywhere in the subdivision for more than forty-eight (48) hours unless in a garage.

J. No trucks or other similar vehicles having a load rating in excess of three quarters (3/4) 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.

K. The use of firearms within the subdivision is strictly forbidden. No hunting, target practice or any other use of firearms or other weapons is allowed.

L. All fireplace chimneys not of masonry construction must be fully enclosed.

M. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except for signs designating the sale of a residence.

12. **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:

A. Remove all debris or rubbish.

B. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

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

13. **ADDRESS PLATES, TELEVISION OR RADIO ANTENNAE AND TOWERS, AND SATELLITE DISHES.** There shall be not more than one (1) address plate on each lot. A address plate shall not be more than forty-eight (48) square inches in area, and contain the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto or free-standing in the front of side yard provided that the height of the address plate is not more than twelve (12) inches above the adjoining ground grade. No television or radio antennae, or tower, shall be erected or used unless installed on the rear portion of the roof adjacent to the rear yard of a building or structure. No television or radio antennae, or other tower, shall extend more

than ten (10) feet above the highest point of the roof line of the improvement to which it is attached and installed. Satellite dishes are not permitted within the subdivision. Flag poles not exceeding twenty-five (25) feet in height are permitted. Flag poles in excess of twenty-five (25) feet in height shall only be permitted upon the approval of the Developer.

14. **PLANTINGS.** All plantings shown on the initial plans and specifications of the house as approved by the Developer and such other plantings as is necessary for the integrity of the subdivision shall be completed by the owners within thirty (30) days of occupancy, weather permitting. All front yards and side yards to the rear of the building must be sodded and all rear yards must be seeded, all of which shall occur within thirty (30) days of occupancy, weather permitting. Any trees located on said lots must be approved by Developer. Each lot shall have two (2) trees planted in the parkway. Said trees shall be at least one and three quarters (1-3/4) inches in diameter and must be of the following types:

A. Bradford pear;

B. Sugar maple;

C. Marshall seedless ash;

D. Purple autumn ash;

E. Sunburst locust;

F. Shademaster locust;

G. Red sunset maple.

15. **EASEMENTS.** Strips of ground shall be reserved as easements for the use of public utilities, for the installation and maintenance of underground pipe lines, wires and other installations. No permanent or other structures are to be erected or maintained upon said strips of land. The owners of lots shall take their titles subject to such easements, and such easements are for the benefit of all lot owners in said subdivision.

16. **STORM WATER RETENTION SYSTEM.** The storm water drainage system located within the real estate which lies outside of the designated public right-of-ways and the retention pond which is located outside of the subdivision have not been conveyed or accepted by the Town of Schererville and the Town shall not be obligated to maintain said storm water drainage system or retention pond, until such time as the Town of Schererville accepts the conveyance of the same. The Owners of the lots in the subdivision agree to maintain to the standards established from time to time by the Town of Schererville that portion of the storm water drainage system lying outside of the designated public right-of-way and the retention pond located outside the subdivision. However, should the Owners fail to maintain said storm water drainage system or retention pond to the standards of the Town in a timely manner, the Developer may maintain said storm water drainage system and retention pond and assess the Owners of the lots with regard to the same. The total assessment shall be paid by the Lot Owners on a pro rata basis computed as provided in the following paragraph.

There are hereby created Assessments for maintenance and repair of the storm water retention system and retention pond in the manner set forth in this paragraph. Any assessment shall be prorated among the Lot Owners and each Lot Owner shall bear its proportionate share of that assessment, based upon a fraction, the numerator of which is the total square foot area of the Owner's Lot or Lots, and the denominator of which is the total square foot area of all the Lots 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 agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which Assessment is made.

Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee who obtains title to the Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such a manner, in such amount, and on such dates as may be fixed by either the majority of Owners or the developer which may include, without limitation that any Assessment shall be paid in one (1) installment.

Notwithstanding the personal nature of the obligation for payment of Assessments by Owners of Lots, said obligations may be assumed in their entirety by any other incorporated Homeowner's Association, that is or may be created by separate declaration, that has as its purpose the administration of the subdivision. Any written assumption of such obligations by an association shall meet the following requirements:

A. It shall state specifically that such association is assuming the responsibility for the payment of Assessments under this Declaration, which may be made and become otherwise due and owing from any Owner of any Lot.

B. It shall state specifically that such assumptions of obligations for the payment of Assessments was duly authorized by the majority of Owners of such association.

C. It shall state specifically that such assumption of obligations shall continue until such time as written notice is given by the Association by certified mail return receipt requested, and such association shall have recorded a notice of rescission of such obligations in the Office of the Recorder of Lake County, Indiana, a copy of which showing the recording date and document number shall accompany the above-referenced written notice.

D. It shall be in recordable form and shall be recorded in the office of the Recorder of Lake County, Indiana, as an encumbrance only upon title to all or that portion of the Properties which such

association is authorized to administer pursuant to such separate declaration.

The assumption of such obligations by such an association shall in no way effect the nature, extent, or duration of the time for Assessments as set forth hereinbefore or the enforceability thereof by foreclosure or otherwise, nor shall any such assumption, release any Owner of a Lot or portion of a Lot, from any liability for Assessments in the event that the same are not paid when due to the Association.

When a notice of the lien has been recorded, such Assessment shall constitute a perfected lien on each Lot prior and superior to all other liens, except: (1) all taxes, assessments, and other levies which by law would be superior thereto; (2) the lien or charge of any valid first Mortgage of record; and (3) the lien assessments of any Homeowner's association declarations as shall be of record from time to time. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. A lawsuit to receive a money judgment for unpaid Assessments, and attorney fees may be maintainable without foreclosing or waiving the lien securing the same.

In addition, the lien of the Assessments, including interest, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall

relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his successors and assigns shall not be liable for Assessments by the Owner or Association, as applicable, chargeable to such Lot which became due prior to the acquisition of title to such Lot by such Acquirer. Such unpaid Assessments shall be deemed to be Additional Maintenance Expenses collectible from all of the Lots, including such Acquirer, his successors and assigns.

The Town of Schererville is hereby declared to be a third party beneficiary of the terms and provisions of this section, and shall have the right to enforce the provisions of this section by specific performance and/or by any other means available at law or in equity, and the Developer, on behalf of itself and its successors and assigns do hereby waive any and all defenses to such enforcement rights. In addition to the foregoing, Developer hereby submits the Properties to the jurisdiction of the Town, and the Town may, in addition to the foregoing, adopt such ordinances, regulations and resolutions as deemed by it to be appropriate to facilitate the enforcement of those provisions of this section which provide for the private maintenance and repair of the retention ponds and other storm water retention or detention facilities located in R. Lundeberg Manor, Unit 2, or on property adjacent thereto.

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, the remainder shall 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 twenty (20) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of ten (10) years, unless a signed agreement by seventy-five percent (75%) (or more) of the then property owners of said lots has been recorded, modifying these Covenants in whole or in part.

3. **AMENDMENTS OF RESTRICTIVE COVENANTS.** The Developer shall have and hereby reserves the right and power and without consent or approval of any of the owners of the lots in the subdivision or mortgagees of said lots to amend or supplement these Restrictive Covenants at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed

by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the lots of the subdivision and the structures constructed or located thereon, (c) to bring these Restrictive Covenants into compliance with any law or statutory requirement, (d) to correct clerical or typographical errors in these Restrictive Covenants or any Exhibit hereto or any supplement or amendment hereto.

Any other amendments or changes of these restrictions and declarations shall be made as follows:

A. Notice. Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of a meeting to be held and shall be given to all owners of lots within the subdivision.

B. Resolution. A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five percent (75%) of the total number of lot owners within the subdivision. Lot owners not present at a meeting considering such amendment may vote by proxy.

C. Recording. Any owner may execute a power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorneys-in-

fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

4. **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 or costs incurred 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.

5. **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.

6. **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 assigns, 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.

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 26 day of November, 1993.

TDL DEVELOPMENT, INC., an Indiana corporation

By: _____
THOMAS D. LUNDEBERG, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 26th day of November, 1993, personally appeared Thomas D. Lundeberg, the President of TDL ENTERPRISES, INC., an Indiana corporation, and acknowledged the execution of the above and foregoing Restrictive Covenants on behalf of said corporation.

WITNESS my hand and Notarial Seal.

Rhett L. Tauber, Notary Public

My Commission Expires:
October 15, 1994

County of Residence:
Lake

This instrument prepared by: Rhett L. Tauber, Esq.
Anderson, Tauber & Woodward, P.C.
8935 Broadway
Merrillville, Indiana 46410
Phone: 219/769-1892