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SEP 5 1995

943/ Troon Court Duplex Declaration SAM ORLICH

AUDITOR LAKE COUNTY

THIS DECLARATION is made this 30 day of August, 1995, by Nathan A. Carras and Catherine P. Carras, husband and wife (collectively, "Declarants").

RECITALS

WHEREAS, Declarants are the owner of record of the following parcels (collectively, the "Premises:"):

PARCEL 1: Lot 10 in Block Two of Briar Ridge Country Club Addition, Unit Eight, a Planned Unit Development in the Town of Schererville, as per plat thereof, recorded in Plat Book 72 page 42, in the office of the Recorder of Lake County, Indiana

PARCEL 2: Lot 9 in Block Two of Briar Ridge Country Club Addition, Unit Eight, a Planned Unit Development in the Town of Schererville, as per plat thereof, recorded in Plat Book 72 page 42, in the office of the Recorder of Lake County, Indiana

WHEREAS, Parcel 1 is commonly known as 945 Troon Court, Schererville, Indiana 46375.

WHEREAS, Parcel 2 is commonly known as 943 Troon Court, Schererville, Indiana 46375.

WHEREAS, Parcel 1 and Parcel 2 are contiguous and are improved with a single structure divided into two Dwelling Units, one Dwelling Unit on 943 Troon Court and one Dwelling Unit on 945 Troon Court.

WHEREAS, Declarants wish to provide various covenants, conditions, restrictions and easements concerning the use and occupancy of Dwelling Units on the Premises.

NOW, THEREFORE, declarant hereby declares as follows:

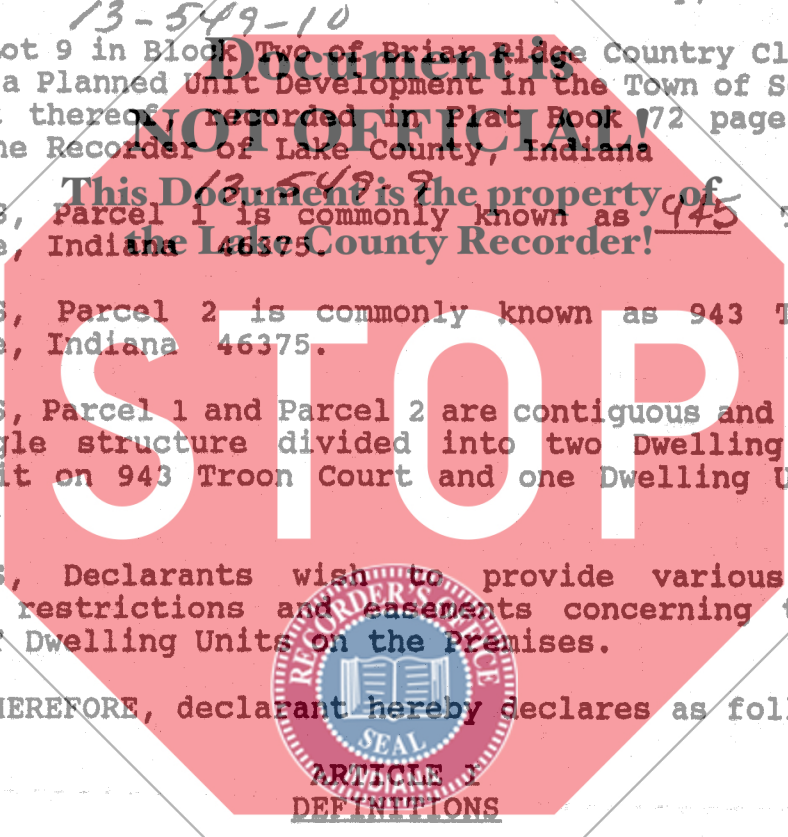
ARTICLE I DEFINITIONS

- 1.01 Adjacent Owners. With respect to the Premises, the Owners of each of the two Dwelling Units which are located on the Premises.
- 1.02 Duplex Declaration. This instrument as amended or supplemented by written, recorded instrument, from time to time.
- 1.03 Declarant. Nathan A. Carras and Catherine P. Carras are, collectively, the Declarant.
- 1.04 Dwelling Unit. Each Parcel is made subject to this Declaration as part of the Premises, which is improved with a

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STATE OF INDIANA
LAKE COUNTY
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building consisting of two residential units. Each residential unit shall share a wall with the other residential unit located on such Parcel (the "Party Wall"). The precise legal description of the real estate which makes up each Dwelling Unit shall be set forth in the deed which conveys the Dwelling Unit from the Declarant to the first purchaser of the Dwelling Unit.

1.05 Dwelling Unit Exterior. The roof, foundation, steps, footings, crawl space, outer surfaces of exterior walls of the residence which is part of the Dwelling Unit, and all portions of the Dwelling Unit which are not improved with such residence, including, but not limited to, the driveways, walkways, patios, landscaped areas and fences, if any.

1.06 Governing Document. The Governing Documents of the Briar Ridge Property Owners Association, including the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the By-Laws of the Briar Ridge Property Owners Association, Inc., and any and all rules and regulations validly adopted thereunder.

1.07 Owner. A record owner or owners of fee simple title to a Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant is deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.08 Parcel. Each of the two lots, with improvements, legally described in the recitals, above, and subject to separate ownership in accordance with the previously filed plat governing the two lots.

1.09 Party Wall. Every wall, including the foundation thereof, which is built as part of the residential structure and placed on the boundary line between the two Dwelling units on the Premises.

1.10 Record. To record with the Office of the Recorder of Lake County, Indiana.

ARTICLE II

Scope of Declaration and Certain Property Rights

2.01 Property Subject to Declaration. Declarant, as fee simple owner of the Premises, expressly intends to and, by recording this Declaration, does hereby subject the Premises to the provisions of this Declaration.

2.02 Conveyances Subject to Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times

inure to the benefit of and be binding on any person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation or other instrument, to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that the improvements to any Dwelling Unit or any facilities servicing any such Dwelling Unit encroach upon the other Dwelling Unit where such encroachment results from the design, construction, reconstruction, settlement or shifting of any such improvements, then a perpetual easement appurtenant to such Dwelling Unit shall exist for the continuance of any such encroachment on the other Dwelling Unit.

**This Document is the property of
ARTICLE III
Maintenance of Dwelling Units**

3.01 Maintenance. Each Owner of a Dwelling Unit, at his or her own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements for the interior surfaces, fixtures and contents of his or her Dwelling Unit and his or her private yard and shall maintain the same in good order and repair, ordinary unavoidable wear and tear excepted. No Owner shall do or allow anything to be done in his or her Dwelling Unit that may increase the cost or cause the cancellation of insurance on the other Dwelling Unit.

3.02 Modification of a Dwelling Unit Exterior. No Dwelling Unit Exterior shall be changed in design, color, material, finish or otherwise and no material changes or additions shall be constructed or installed on any part of a Dwelling Unit Exterior without the prior written consent of the Owner of the other Dwelling Unit. Violations of this Section may be remedied by injunctive relief sought by the Owner of the other Dwelling Unit. Notwithstanding the foregoing, an Owner may construct a fence, patio or deck on his or her Parcel provided said fence, patio or deck is in compliance with the other declarations and rules and regulations governing the Premises, as well as all municipal ordinances. Further, an Owner may change, augment or reduce the landscaping on his or her Parcel, so long as the resulting landscaping is in compliance with the other declarations and rules and regulations governing the Premises, as well as all municipal ordinances.

ARTICLE IV
Insurance/Rebuilding

4.01 Dwelling Unit Insurance. Each Owner shall, at his or her own expense, obtain and maintain throughout the period of his or her ownership of a Dwelling Unit, insurance covering his own Dwelling Unit (including, but not limited to, the roof, walls and floor coverings and personal property wherever located) against loss, damage or destruction by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage insurance provisions, for the full insurable replacement cost of such Dwelling Unit. Full insurable replacement cost shall be deemed the cost of restoring such Dwelling unit or any part thereof to substantially the same condition in which it existed prior to said damage or destruction. Each Owner shall be responsible for the insurance of his personal liability including liability insurance for his own acts or omissions with respect to his Dwelling Unit. Each Owner shall also be responsible for obtaining and maintaining any special flood hazard insurance as may be required by the first mortgagee of his Dwelling Unit.

4.02 Rebuilding of Damaged Dwelling Unit. In the event of damage to or destruction of a Dwelling Unit, any Dwelling Unit or any portion thereof, the Owner of any such Dwelling Unit shall commence the repair or reconstruction of his Dwelling Unit within a reasonable time after the occurrence of such damage or destruction (not to exceed two (2) months) in a good and workmanlike manner with materials equal to or better than those used in the original structure and shall diligently pursue the completion of such repair or reconstruction. All construction performed by or caused to be performed by such Owner shall also conform in all respects to the laws and ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of each Dwelling Unit, when rebuilt, shall be substantially identical to, and of architectural design in conformity with, the exterior of such Dwelling Unit prior to the damage or destruction. The Owner shall not be relieved of his or her obligation to repair or rebuild his or her Dwelling Unit under this Section by his or her failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof. In the event of the total or substantial destruction of both of the Dwelling Units on the Premises, the rebuilt Dwelling Units shall be substantially identical in architectural design to the original Dwelling Units prior to the damage or destruction and shall be constructed of materials equal to or better than the original materials used.

ARTICLE V
Party Wall

5.01 General. The Owner of a Dwelling Unit shall have the obligations and be entitled to the rights and privileges provided

in these covenants and, to the extent not inconsistent with this Declaration, general legal principles governing party walls.

5.02 Rights in Party Wall. Each Owner of a Dwelling Unit shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit and cuts originally located therein and all replacements thereof.

5.03 Repair of Party Wall. The cost of reasonable or necessary repair and maintenance of the Party Wall shall be shared by the Owners of both Dwelling Units in proportion to their use of the Party Wall. It is conclusively determined for purposes of this Declaration that the Dwelling Unit on Parcel 1 uses 50 % of the Party Wall and the Dwelling Unit on Parcel 2 uses 50 % of the Party Wall.

5.04 Damage to Party Wall. If the Party Wall is damaged or destroyed through the act or acts of any Owner of a Dwelling Unit, or through the act or acts of his or her agents, servants, tenants, guests, invitees, licensees or members of his or her family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the Party Wall to as good a condition as that in which the Party Wall was prior to such damage or destruction, without cost to the other Owner. An Owner, who by his negligent or willful act, causes the Party Wall to be exposed to the elements, shall bear the entire cost or repair and restoration, as well as of furnishing any and all necessary protection against the elements. If the Party Wall is damaged or destroyed by some act or event other than one caused by an Owner or his or her agents, servants, tenants, guests, invitees, licensees or members of his or her family, the Party Wall shall be rebuilt or repaired by both Owners to as good a condition as that in which the Party Wall was prior to such damage or destruction, at costs apportioned in accordance with Paragraph 5.03, above.

5.05 Change in Party Wall. Any Owner who proposes to modify, rebuild, repair or make additions to any structure upon his Parcel, in any manner which requires the extension, alteration or modification of the Party Wall, shall obtain the prior written consent of the other Owner, which shall not be unreasonably withheld.

ARTICLE VI
Miscellaneous

6.01 Duration. Except as otherwise specifically provided herein, the easements, restrictions, conditions, covenants, reservations, liens and charges which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of

recording of this Declaration and for automatic, successive periods of ten (10) years each, unless revoked, changed or amended in whole or in part by a written, recorded instrument executed by the Owners of both Parcels. No revocation, change or amendment shall become effective until recorded with the Office of the Recorder for Lake County, Indiana.

6.02 Severability. Invalidation of all or any portion of any of the provisions hereof, by legislation, judgment or court order shall in no way affect the other provisions of this Declaration, which shall remain in full force and effect.

6.03 Amendment. The provisions of this Declaration may be abolished, amended, modified, enlarged or otherwise changed in whole or in part and any part or all of the Premises may be removed from the provisions of this Declaration by a written, recorded instrument signed by the Owners of both Parcels. No amendment shall become effective until recorded with the Office of the Recorder for Lake County, Indiana.

6.04 Enforcement. An Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Failure of an Owner to enforce any covenant or restriction herein contained shall not, in any manner, be deemed or construed to be a waiver of the right to do so thereafter. No covenants, restrictions, conditions and reservations contained in this Declaration shall be deemed or construed to be abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may have occurred. Any court of competent jurisdiction may award, in addition to any and all other relief, attorneys' fees and costs.

In the event of a disagreement between the Owners with respect to their respective rights or obligations under this Declaration, upon the agreement of both of the Owners, the matter may be submitted to binding arbitration in Lake County, Indiana, in accordance with the rules of the American Arbitration Association before an arbitrator agreed upon by the parties or selected as provided in the American Arbitration Association rules. The cost of any such arbitration shall be allocated to one or the other Owner or between the Owners, by the arbitrator. The decision of the arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction.

6.05 Land Trusts. In the event title to a Dwelling Unit is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiaries, then the beneficiaries thereunder shall be considered Owners for all purposes hereunder and they shall be responsible for any obligation created under this Declaration against any such Dwelling Unit. No

claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such obligation, but the amount thereof shall continue to be a charge or lien upon the Dwelling Unit notwithstanding any transfers of beneficial interest or int he title to such Dwelling Unit. By directing said trustee to take title to said Dwelling Unit, the beneficiaries agree to be bound by the provisions of this Section.

6.06 Perpetuities and Restraints on Alienation. In any of the privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of George Bush, the immediate past president of the United States of America at the date of this Declaration, and Evan Bayh, the Governor of Indiana on the date hereof, who are living on the date hereof.

6.07 Rights and Obligations. Each Owner, by acceptance of a deed of conveyance or by current ownership of a Dwelling Unit at the time of the recording of this Declaration, is deemed to have accepted or to hold that deed for him or herself and his or her heirs, representatives, successors, lessees, grantees, beneficiaries and mortgagees, subject to all of the restrictions, conditions, covenants, reservations, easements and liens and the jurisdiction, rights and powers created or reserved by this Declaration. Reference in deeds or any mortgages or trust deeds or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall not be necessary, but, in any event, if such reference is made, it shall be deemed and taken to be appertenant to and covenants running with each Dwelling Unit, and shall be binding upon any grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Dwelling Unit and may not be severed or alienated from such ownership.

6.08 Governing Law. This Declaration shall be construed and applied in accordance with the laws of the State of Indiana.

6.09 Mortgages. Each Owner shall have the right to make separate mortgages, including, without limitation, purchase money mortgages, deeds of trust, or other equivalent security interests for his or her Dwelling Unit with banks, insurance companies, savings and loan associations, mortgage bankers or other bona fide lenders. No Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting

