

Dg FC-15350

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("REA") is made this 31st day of AUGUST, 1995, by Murray R. Crim ("Declarant").

RECITALS

A. Declarant owns real estate legally described as Lots 1-2, 1-3, 1-4, 1-5, 1-6, and 1-7 in resubdivision of part of Lot 1 in Southlake Industrial Park, as per plat ("Plat") of said resubdivision, recorded in Plat Book 55, page 4, in the Office of the Recorder of Lake County, Indiana ("Real Estate"). Each lot constituting the Real Estate is generally referred to singly as a "Lot" and collectively as the "Lots."

B. The Real Estate forms a unified development commonly known as The Louisiana Place Business Complex ("Complex").

C. The Declarant desires to establish certain reciprocal easements for the benefit of the Real Estate between each of the Lots, to provide for the maintenance of certain areas commonly serving the Lots, and to create protective and restrictive covenants encumbering the Real Estate.

D. Declarant wishes that each Lot and its successor-owner ("Lot Owner") of the Real Estate will be bound by this REA.

NOW THEREFORE, Declarant declares that the Real Estate shall be improved, held, used, occupied, leased, sold, and conveyed subject to the terms of and conditions of this Restrictive Easement Agreement which shall run with the land and will enure to and pass with each Lot constituting the Real Estate and will apply to and bind the heirs and successors in interest of each Lot Owner of each Lot on the following terms and conditions:

1. Ingress and Egress. Declarant grants to each Lot Owner and its successors, assigns, tenants, agents, employees, and invitees, a perpetual nonexclusive easement for ingress and egress over the access easement as indicated by broken lines on the Plat and for parking to accommodate vehicular and pedestrian traffic and parking over, upon, and across the established parking and access areas of each Lot, as may from time to time exist, each for purposes connected with or incidental to the proper use being made of any Owner's Lot.

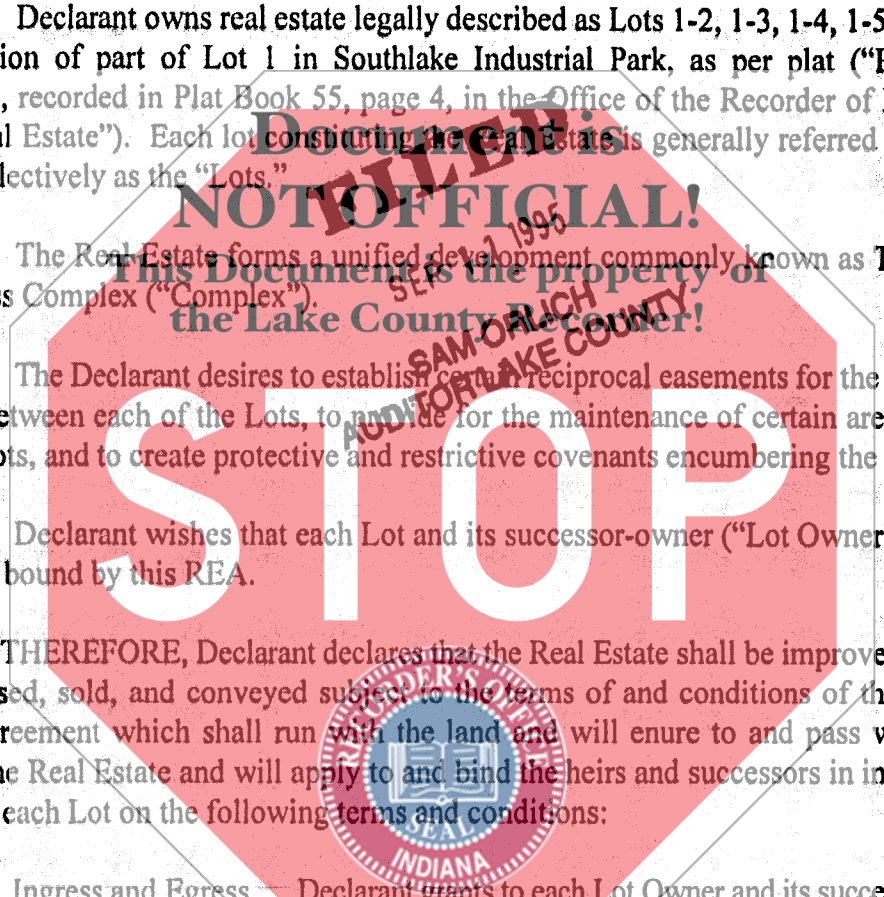
2. Utility Easement. Declarant grants to each Lot Owner and its successors, assigns, tenants, agents, employees, and invitees, a perpetual nonexclusive easement across, under, and in each of the Lots for any and all utility services facilities now or hereafter in the future existing in or on the Real Estate including, but not limited to, utility services for gas, electricity, water, sewer, telephone communications, and security, to the extent that any of the same are presently located on

95053074

95 SEP 11 AM 10:14

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

HOLD FOR FIRST AMERICAN TITLE



000563

22-0
XA

one Lot and services any other Lot or Lots. The costs of maintaining the utilities for the benefit of the Complex will be borne by the Lot Owners as provided in this REA.

3. Maintenance of Parking Areas. Each Lot Owner will maintain and keep in good repair the parking areas and rights of way situated on its Lot and will keep such areas and rights of way striped and clear of and free of snow, ice, rubbish, and other obstructions of every nature, and shall provide adequate drainage and lighting thereon. The parking areas and rights of way on all Lots will meet at equal grades and no obstructions will be erected or permitted upon any Lot which will in any way interfere with any rights granted by this REA. No Lot Owner may change the striping of the parking spaces and the driveways on its Lot without the other Lot Owners' written consent. The parking areas of the Complex will be sealed at least once every five (5) years and re-blacktopped at least every ten (10) years with the cost of such work borne by the Lot Owners in proportion to the number of Lots owned by each. Such work may be performed more frequently upon the written consent of the Lot Owners.

4. Maintenance of Improvements. Each Lot Owner shall, at its sole cost and expense, repair the improvements owned by it on its Lot, keeping the same in a condition comparable to the condition of such improvements at the time of the recording of this REA, excepting only normal wear and tear. Lot Owners shall maintain and preserve the design, color scheme, and concept of the original construction unless otherwise agreed upon by the Lot Owners. The Lot Owners shall, as to the exterior portions of the improvements that require painting and staining, repaint or restain the same at least every five (5) years, unless otherwise agreed upon by the Lot Owners. The exterior color scheme shall be maintained in its original state unless the Owners agree upon a different scheme.

5. Obligation to Rebuild. If all or any portion of the improvements on a Lot are damaged or destroyed by fire or other casualty, it shall be the duty of the Lot Owner thereof, with all due diligence, to (i) rebuild, repair, or reconstruct such improvements in a manner which will substantially restore the improvements to their appearance and condition immediately prior to the casualty or (ii) completely remove the damaged improvements and restore the Lot to a safe and secure condition. The debris will be cleared immediately. Reconstruction will be commenced within ninety (90) days of when the damage occurred and such reconstruction will be diligently pursued until completed.

6. Use Restriction.

(a) Except as provided below, all uses within the Complex shall be limited to businesses or activities that are compatible with the other uses of the Lot Owners in the Complex, as reasonably determined by the Lot Owners.

(b) The following uses may be conducted on the Real Estate without the need to obtain the consent of any other Lot Owner:

(i) Retail uses except those which sell, lease, or license obscene materials or pornography of any kind.

(ii) Commercial uses that are not restricted in Subsection 7(c).

(c) The unanimous vote of the Lot Owners will be required for the use of any Lot for the following purposes:

(i) Vehicle repair, painting, body shops and chrome plating.

(ii) Handling or storage of hazardous chemicals or materials.

(iii) Use of welding equipment.

(iv) Production of excessive sound levels, air pollutants, or contaminants.

7. Outside Storage. Storage of any type of equipment, containers, or materials shall be restricted to enclosed spaces. Refuse containers supplied by the refuse company may be maintained behind or on the side of a Lot Owner's building.

8. Parking. Vehicles may not be parked or stored in the Complex without being moved during each 24 hour period during normal Monday through Friday business work days. At no time will trucks or equipment larger than vans and pick-ups be parked within the Complex, except by customers of Lot Owners or for the purpose of pick-up or delivery.

9. Property Owners' Association.

(a) Association. Declarant has formed or will form as promptly as is practicable a Property Owners Association for the purposes of exercising the functions herein specified ("Association"). For the purposes of maintaining, repairing, and improving roads, storm sewers, sanitary sewers, lighting, landscaping and traffic control, and for the purpose of providing common community and utility services of every kind and nature required or desired within the Complex for the general use and benefit of all Lot Owners, each and every Lot Owner, and accepting a deed for any property in the Complex, agrees to be and shall be a member of and be subject to the obligations and duly enacted rules and regulations of the Association. In voting upon all issues on which the members of the Association shall be entitled to vote, each Lot Owner shall be entitled to cast a number of votes equal to the number of Lots owned by such Lot Owner in the Complex. Each Lot Owner shall be obligated to pay, or cause to be paid, to the Association when due, the full amount of any assessment made against the Lots owned by the Lot Owner pursuant to the provisions of this declaration.

(b) Right to Perform Certain Maintenance. If any Lot Owner shall fail to maintain its Lot or any improvements thereon, in accordance with the provisions of this REA, and if such failure shall continue for more than thirty (30) after the Association shall have given such Lot Owner written notice describing the particularity of such failure and demanding cure thereof, then the Association shall have the right, but not the duty, subject to applicable law, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and improvements conform to the requirements of this REA. The cost therefore to the Association will be added to and become a part of the annual assessment to which Lot is subject, and may collected in any manner in which such annual assessment may be collected. Neither the Association, nor any of its individual members, agents, employees, or contractors shall be liable for any damage which may result from any maintenance where performed hereunder.

(c) Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- This Document is the property of
the Lake County Recorder.**
- (i) A pro rata share of the annual Assessments or charges, such Assessments and pro rata shares to be fixed, established, determined and collected, from time to time, as hereinafter provided; and
- (ii) A pro rata share of any special Assessments for capital improvements, such Assessments and pro rata shares to be fixed, established, determined and collected from time to time as hereinafter provided.

Each annual Assessment and each special Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien in favor of the Association in accordance with Section 9(i) upon any Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the Person who was the Lot Owner of such Lot at the time when the Assessment fell due.

(d) Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Lot Owners and users of Lots within the Complex and, in particular, for the improvement, construction, cleaning, fencing, repairing, replacing, operating and maintenance of and related to the use and enjoyment of property common to all Lot Owners, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, materials, management and supervision thereof.

(e) Basis of Annual Assessments. The Association shall establish an annual budget in advance for each fiscal year of the Association of all expenses common to the Lots not specifically for the benefit of a single or less than all Lots for the coming year, together with a reasonable allowance for contingencies, reserves and future needs of the Association. A copy of the budget

shall be delivered to each Lot Owner. Should the Association at any time determine that the Assessments levied are insufficient to pay such expenses in any fiscal year, the Association may at any time and from time to time, levy such additional Assessments as it shall deem necessary for such purpose. The Assessment for each Lot Owner for the pro rata share of the common expenses for such year allocable to the land owned by such Lot Owner shall be determined by multiplying the total fiscal budget, as established by the Association by the ratio of the total number of lots owned by the Lot Owner to the total number of Lots in the Complex.

(f) Fiscal Year; Date of Commencement of Annual Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Association. The first annual Assessment shall be made for the balance of the fiscal year of the Association in which such Assessment is made and shall become due and payable commencing on the day fixed by the Association. The annual Assessment for any year after the first year shall become due and payable commencing on the first day of March of said year. Annual Assessments shall be due and payable in full as of the first day of the period for which they are payable, provided that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

(g) Special Assessments. The Association may at any time and from time to time levy one or more special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, purchase or improvement in the nature of a capital improvement of any common property, including unanticipated repair, restoration, or other expenditure, in the manner provided in this Section 9(g). The pro rata share of any such special Assessment allocated to a particular Lot shall be fixed, established, determined and collected as herein provided for annual Assessments, except:

(i) No special Assessment shall be levied or collected unless such Assessment shall be approved by the affirmative vote of Lot Owners having the right to cast 85% or more of the total number of votes that might be cast at any meeting of the members of the Association, after giving to all members of the Association not less than 30 days' written notice of the meeting at which such special Assessment is to be considered and acted upon and stating with particularity the purpose and maximum amount of such special Assessment; and

(ii) Any special Assessment authorized by the Association shall be due and payable as of a date or dates (monthly, quarterly or annually) fixed in the resolution authorizing such special Assessment.

(h) Duties of the Association.

(i) The Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the

identification of each Lot and each Assessment allocable thereto, which books and records shall be kept in the office of the Association and shall be available for inspection and copying by any Lot Owner (or duly authorized representative of an Lot Owner) at all reasonable times during regular business hours of the Association. Each Lot Owner shall give written notice to the Association stating the full name, address and telephone number of the person to whom notices to such Lot Owner should be delivered and addressed, which shall be subject to change from time to time by written notice given to the Association by such Lot Owner; provided, that if any Lot Owner shall fail so to notify the Association of the name and address of such person for notices to such Lot Owner, or if any written notice from the Association to such Lot Owner shall be returned undelivered, then such notice may be given by mailing a copy thereof to the address to which the last real estate tax bill for the Lot of such Lot Owner was addressed. The Association shall maintain a roster of such names, mailing addresses and telephone numbers, which shall be available for inspection and copying by any Lot Owner as hereinabove provided. The Association shall cause written notice of each Assessment authorized and levied by the Association, and the allocable portion thereof, to be mailed to the Lot Owner of each or Lot as promptly as practicable and in any event not less than 30 days prior to the due date of such Assessment or any installment thereof.

(ii) The Association, upon demand and payment of a service fee in an amount determined from time to time by the Association, shall, at any time, furnish to any Lot Owner a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid for the Lot owned by such Lot Owner. As to any Person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(i) Effect of Non-Payment of Assessment; Personal Obligation of the Lot Owner; Lien; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot to which such Assessment has been allocated as hereinabove provided, and such lien shall be binding upon and enforceable as a personal liability of the Lot Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable *in rem* against all future successors and assigns of such Lot Owner's rights to and interest in such Lot. The personal obligation of such Lot Owner to pay such Assessment, however, shall remain its personal obligation only for the statutory limitation period applicable to written contracts, and shall not constitute a personal liability of any such successors and assigns unless expressly assumed in writing by such successors and assigns.

(ii) If any Assessment allocated to a Lot is not paid within thirty (30) days after the delinquency date, such Assessment shall bear interest from the date of delinquency until paid at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose the lien against such Lot, and there shall be added to the amount of such Assessment the costs of preparing and filing of the compliant in such

action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

(iii) The lien for any Assessment against a particular Lot (1) shall be subordinate to the lien of any mortgage that attaches to such Lot at any time prior to the attachment of such Assessment lien pursuant to Section 9(i)(i), but (2) shall not be subordinate to any such mortgage lien that attaches subsequent to the time of attachment of such Assessment lien.

(j) Voting. Unless otherwise stated in this REA, all decisions by the Lot Owners will be made by a majority vote of the Lot Owners. If a single Owner owns more than one Lot, such Lot Owner shall be entitled to one vote. In the case of a deadlock vote, the issue being voted upon will be presented to an independent third party, acceptable to the members, for resolution.

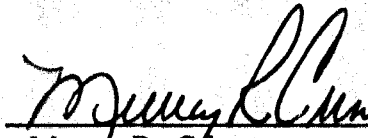
10. Arbitration. Except as provided in Section 11, any dispute, controversy, or disagreement arising out of or related to this REA shall be resolved by the submission of same to expedited arbitration under the rules and regulations of the American Arbitration Association. Any Lot Owner may notify the other Lot Owners of its desire to arbitrate, and if within ten (10) days after written notice of such desire to arbitrate is served upon the other Lot Owners, the Lot Owners have not agreed upon an impartial arbitrator, either or both Owners may ask the American Arbitration Association to submit a list of five (5) persons eligible to serve as arbitrators. If within ten (10) days from the receipt of such list, the Lot Owners have not agreed on a single arbitrator from such list, such arbitrator shall be appointed by the American Arbitration Association. The arbitrator's decision shall be final and binding upon all Lot Owners, and there shall be no appeal of said decision except as may be allowed by Indiana law. The costs (not including attorney fees) of such arbitration shall be shared equally by the Lot Owners unless the arbitrator shall specifically find that the conduct of the losing Lot Owner or Owners was arbitrary and unreasonable in which event the entire cost of the arbitration may be assigned against such Lot Owner or Owners. The arbitrator's decision, including the entry of injunction relief, may be entered in a court of competent jurisdiction.

11. Equitable Relief. In the event of any violation or threatened violation by any person of any of the Restrictions the result of which would be to cause irreparable damage and are of an emergency nature, the Owners of either Lot, or their respective successors or assigns will have, in addition to the right of arbitration, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the alleged violation will be given twenty-four (24) hours prior to commencing action to the Owner allegedly responsible for such violation or threatened violation.

12. Duration. This REA and the Restrictions contained in it may be terminated, extended, modified, or amended only with the unanimous consent of all Lot Owners owning an interest in the fee simple title to the Real Estate. No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been executed,

acknowledged and recorded in the Office of the Recorder of Lake County, Indiana, by the foregoing described persons.

IN WITNESS WHEREOF, this Reciprocal Easement Agreement is executed as of the day and year first written above.



Murray R. Crim

STATE OF INDIANA)

COUNTY OF LAKE)

SS: **Document is NOT OFFICIAL!**

Before me the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared Murray R. Crim and acknowledged the execution of this instrument this 31st day of August, 1995.

This Document is the property of the Lake County Recorder!





Kim A. Diaz, Notary Public

Lake County Resident

My Commission Expires: 2/15/99
County of Residence: LAKE COUNTY

This instrument prepared by
Todd A. Etzler
Burke, Murphy, Costanza & Cuppy
15 N. Franklin - Suite 200
Valparaiso, IN 46383