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HOOSELINE REALTY
1508 E. 109TH AVE
CROWN POINT, IN
ATTN: JIM 46307

**DECLARATION OF RESTRICTIONS FOR
COUNTRY MEADOW ESTATES, SECOND ADDITION
LAKE COUNTY, INDIANA**

THIS DECLARATION, made this 21 day of February, 1996, by JIMMY D. HOOSELINE and MARIAN S. HOOSELINE, husband and wife, (hereinafter referred to as the "Developer.")

WITNESSETH:

WHEREAS, Developer owns the 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

COUNTRY MEADOW ESTATES, SECOND ADDITION. 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 COUNTRY MEADOW ESTATES, SECOND ADDITION, PLAT BOOK 79, PAGE 18, DOCUMENT #95051889, AS RECORDED IN THE OFFICE OF THE CLERK OF LAKE COUNTY, INDIANA.

CLAUSE II.
GENERAL PURPOSES OF THIS DECLARATION

This Subdivision is subject to the Covenants to promote proper use and improvement of COUNTRY MEADOW ESTATES, SECOND ADDITION, and every part thereof; to protect each and every owner of any part of COUNTRY MEADOW ESTATES, SECOND ADDITION 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 COUNTRY MEADOW ESTATES, SECOND ADDITION 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 COUNTRY MEADOW ESTATES, SECOND ADDITION 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 said COUNTRY MEADOW ESTATES, SECOND ADDITION, their respective legal representatives, heirs, successors, grantees, and assigns.

TICOR TITLE INSURANCE CO. 199804
Crown Point, Indiana

6011073

FILED

FEB 23 1996

SAM ORLICH

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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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 re-subdivide or re-plat 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 re-subdivision 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 above grade, finished and heated 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, two (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 home styles, rooflines and appearance shall be encouraged (identical home styles will be discouraged). At least twenty five percent (25%) of the exterior of the entire house and/or structure shall be masonry. In lieu of traditional face brick, the Architectural Control Committee may, at their discretion, approve the use of faux rubble stone on the structure, paving brick on the driveway, or other aesthetically pleasing masonry materials on the site in order to meet part of the twenty five percent (25%) masonry requirement. The minimum allowable roof slope shall be four foot (4') rise in twelve foot (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, manufactured, 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 thirty (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 with these restrictive covenants. If no suit to enjoin the construction, or if no other legal action has been commenced prior to ninety (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. No improvement which has partially or totally been 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 two hundred fifty (250) square feet and the material (brick, siding, shingles, etc.) used on the exterior of said structure shall be the same as the material used on the exterior of the residence located on said lot.

Any structure placed pursuant to this paragraph shall be placed behind the rear exterior wall line of the main dwelling structure and rear setback line (not beside dwelling).

5. BUILDING LOCATION. No house, garage, or other structure shall be located closer than fifteen (15) feet from a side property line. No house, garage, or other structure shall be located closer than fifty (50) feet from the front or rear property lines of any lot. The site plan must specifically show the house, building sidelines, front setback line, and rear setback line.

6. WOODLANDS PRESERVATION. No tree over three inches (3") in diameter, measured one (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 fifteen (15) 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.

The foregoing paragraph shall not be construed or interpreted to exclude the development and implementation of a landscape design plan conceived to enhance or be compatible with a woodland/prairie

savannah setting, provided that such a plan incorporates to as great an extent as is aesthetically possible the native flora existing on the lot.

7. **FENCES.** Metal fences and 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. 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. In the case of a fence placed at or on a lot boundary, said fence will be "finished" on both sides.

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 condition that reasonably tends 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) Mow undeveloped lots as often as may be needed to maintain the vegetative cover thereof at a height of nine (9") inches or less.

(v) In the case of a developed lot, mow the lawn areas at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds and apply such fertilizer and/or weed killer as may be required to maintain the lawn areas in an attractive condition.

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. The maintenance of a suitably constructed and properly managed compost pile shall not be deemed to be in violation of this provision.

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.** All driveways or other entrances to any lot in the subdivision from the dedicated streets in the subdivision shall be paved with an imperious material consisting of either:

- (a) A minimum of two (2") inches of blacktop over a six (6") inch stone base; or
- (b) A minimum of four (4") inches of concrete with scribed (not saw cut) stress joints at appropriate intervals and broom-finished; or
- (c) Paving brick or stone designed for driveway application laid over an appropriate sub-base. Said driveway shall be paved within thirty (30) days of occupancy of the dwelling, weather permitting.

13. VEHICLE PARKING AND STORAGE.

- (i) 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.
- (ii) No trucks, campers, recreational vehicles, motor homes, vans, trailers, boats or similar vehicles, including unlicensed vehicles shall be parked longer than forty eight (48) hours within any seven (7) day period on any street or lot, unless stored within an enclosed building permitted by the terms of this document.

14. 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.

15. YARD FIXTURES. Clothes lines, either permanent or temporary, shall not be permitted on the exterior of any structure 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.

16. DISH ANTENNA. Dish style television and/or radio receiving antennae in excess of twenty four (24") inches in diameter shall be prohibited.

CLAUSE IV.
LAKE ACCESS, USE AND MAINTENANCE

The provisions of this Clause IV shall pertain only to those lots and/or property hereinafter described and shall further survive and/or be unaffected by the provision of paragraph 2 of Clause V of this document and shall become effective July 1, 1997.

1. ACCESS. The private lake located partially within the boundaries of Country Meadow Estates, Second Addition, shall be for the use and benefit of such lots in said Country Meadow Estates, Second Addition, as abut, adjoin or are partially mandated by said lake now or in the future due to expansion of the lake. In addition, said lake shall be for the use and benefit of others who own or may own property or lots which abut, adjoin or may be partially mandated by said lake, which property lays outside the

boundaries of said Country Meadow Estates, Second Addition. The Developer specifically reserves the right to sell, transfer, subdivide or otherwise create additional lake front properties whose owners shall likewise be entitled to the use and benefit of said lake, on terms equivalent to those set out herein.

2. USE. All owners of property described in the immediately preceding paragraph of Clause IV, their guests, invitees and family members shall have a mutual right to use the entire surface area and waters of the lake, and any person so doing shall not be considered a trespasser as regards any property lying beneath the surface of said lake. Said lake may be used by those authorized for swimming, boating, fishing and like recreational activities throughout the year, provided that said usage may not involve any petroleum powered water craft, snowmobiles or other motive vehicles. Electric trolling motors on water craft are permitted to be used.

3. MAINTENANCE AND UPKEEP. Each owner (s) of said lake front lot or parcel of unsubdivided lake front parcel, shall be equally responsible for the cost of all maintenance required to be performed to said lake including the portion of said lake located outside the boundary of Country Meadow Estates, Second Addition. A lake maintenance fund shall be created and managed by three (3) trustee landowners elected by a majority of the owners of the lot front lots or unsubdivided lake front property. Each lake front lot or each parcel of unsubdivided lake front property shall have only one (1) vote toward the election of trustees. The fund may only be used for the maintenance and improvement of the lake and the adjacent shoreline. The owner of each lot listed above shall be required to pay an annual assessment of One Hundred Fifty Dollars (\$150.00) per year, the first assessment of which shall be due and payable on January 1 following purchase and each January 1 thereafter. No further assessments shall be paid into the fund once it contains more than Five Thousand Dollars (\$5,000.00). Should the fund drop below Five Thousand Dollars (\$5,000.00), assessments shall resume. Maintenance funds shall be kept in a federally insured savings account, which shall be held in the names of all three (3) trustee landowners. No withdrawals from the account shall be permitted without a majority vote of said trustees. 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 lake front property owners at all reasonable times. Any lot owner who fails to pay upon demand his proportionate share of the amount of said assessment shall be excluded from use of the lake, and action by the other property owners, and/or the Developer, may be initiated in court to force specific performance. Except as provided herein, no property owner with access to the lake shall provide access to any other lot owner within the subdivision for use of the same. Until such time as Developers shall transfer all lake property, they shall have one (1) vote and shall be assessed just One Hundred Fifty Dollar (\$150.00) per year fee.

4. SUBJECT TO PRIOR AGREEMENT. The use and maintenance of the lake is subject to a certain Modification Agreement dated January 21, 1994, which is attached hereto as Exhibit "I". The lot or property owner shall undertake the obligations of "Hooseline" in said agreement in the proportionate amount set out in said agreement at paragraph 4 thereof.

5. MODIFICATION. The provisions of this Clause IV shall remain in effect subject to modification by a vote of seventy five percent (75%) of the affected landowners.

CLAUSE V.
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 ten (10) years, unless a signed agreement by seventy five percent (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 of 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 (or assignee), 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.

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 21 day of February, 1996.

Jimmy D. Hooseline
JIMMY D. HOOSELINE

Marian S. Hooseline
MARIAN S. HOOSELINE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Jimmy D. Hooseline and Marian S. Hooseline, husband and wife, who executed and acknowledged the execution of the foregoing instrument for and on behalf of themselves.

WITNESS my hand and notarial seal this 21 day of February, 1996.

Vera M. Corning
Notary Public

County of Residence: LAKE

My Commission Expires:

1-22-99

Vera M. Corning
Resident of Lake County, Indiana
My Commission Expires
January 22, 1999

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

OWNER NAME _____
CURRENT ADDRESS _____
CITY _____ STATE _____ ZIP _____

CURRENT TELEPHONE NUMBER (DAY) _____
..... (EVE.) _____

PROJECT ADDRESS _____
LOT # _____ SUBDIVISION - COUNTRY MEADOW ESTATES, SECOND ADDITION
PROJECT TELEPHONE NUMBER (IF APPLICABLE) _____

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. ABOVE GRADE, FINISHED AND HEATED LIVING SPACE _____ Square Feet.

4. PERCENTAGE OF MASONRY _____ %

I do hereby certify, represent, and warrant that I have complied with all the covenants for Country Meadow Estates, SECOND ADDITION, 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 considered or granted unless this check list is completed, signed, and properly submitted to the architectural control committee along with the plans and specifications.

MODIFICATION AGREEMENT

This Agreement is entered into by and between Harry Molchan and Donna Jean Molchan, Husband and Wife (hereafter referred to as "Molchans"), and Jimmy D Hooseline, as Trustee under the Jimmy D. Hooseline Trust dated January 17, 1974 and Jimmy D. Hooseline and Marian S. Hooseline, both individually and as Husband and Wife (hereafter collectively referred to as "Hooselines"), this 21st day of January 1994

WHEREAS, a certain Easement Agreement was entered into the 15th day of September, 1980, a copy of which is attached hereto as Exhibit "A" incorporated herein by reference; and

WHEREAS, certain events have transpired since the time said Easement Agreement was executed that render it impractical for said agreement to continue in effect as written, including pending litigation between the parties concerning the usage of the pond and the subdividing of portions of Hooselines' property, and

WHEREAS, the parties thus desire to modify say agreement to meet the current and future needs of the parties.

NOW THEREFORE, in consideration of the above and the following mutual covenants, the parties agree as follows.

1. That as of the date of this Agreement the common non-exclusive easement created in Paragraph (3) of Exhibit "A" is extinguished.
2. That the parties shall have mutual access to the dam site area for purposes of maintenance and repair.
3. That the parties' use of the fresh water pond created by the dam shall be limited in that Molchans shall have sole and exclusive access to and use of those areas of the pond located on property owned in fee simply by Molchans, and Hooselines in all capacities, shall have sole and exclusive use of and access to those areas of the pond

EXHIBIT "I"

located on property owned in fee simply by Hooselines. That usage of the pond and its water from this date forward shall be limited to recreational uses which shall include fishing, swimming, non-powered boating and winter ice activities; provided, however that Molchans shall be allowed to continue to use their portion of the pond for purposes connected with the farming of their parcel but which shall not include irrigation other than for a family garden plot and may include the watering of livestock

4. The parties agree that it is imperative that the pond continue in existence at its initially designed water level, and in furtherance of such, that the costs of maintenance of the dam shall be borne equally by Molchans and Hooselines. In the event either Molchan or Hooseline should subdivide or develop their respective property which abuts the pond, it is agreed that the abutting owners shall likewise have access to the pond as contemplated in Paragraph 3 above, and that each of such persons shall assume a full share of the maintenance costs. For example, under this Agreement there are initially two parties to share in the costs on a 50/50 basis. Should Hooseline sell four abutting parcels to four persons, then there would be five parties to share the cost at twenty (20%) percent each; and likewise should Molchan sell parcels

including Molchans
11/17/80
[Signature]

5. In all other respects, said agreement is reaffirmed and to the extent the prior agreement of September 15, 1980, is inconsistent with this Agreement, then this Agreement shall prevail.

6. Parties specifically reaffirm the provisions of Paragraph (5) of said prior Easement Agreement and mutually covenant, warrant and agree that they have not caused a sale assignment or otherwise caused any other person entity to have an interest in the Easement Agreement of September 15, 1980.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set out above.

MOLCHANS:

Harry Molchan
Harry Molchan

Donna Jean Molchan
Donna Jean Molchan

HOOSELINES:

Jimmy D Hooseline
Jimmy D Hooseline
Individually and as Trustee UTA
Dated 1/17/1974

Marian S. Hooseline
Marian S. Hooseline

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Harry Molchan and Donna Jean Molchan, who acknowledged the execution of the above and foregoing instrument to be their free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 24th day of January, 1994

Sheldon H. Cohan
Sheldon H. Cohan Notary Public

My Commission Expires:

Oct 16, 1995

County of Residence

Lake

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Jimmy D. Hooseline and Marian S. Hooseline, who acknowledged the execution of the above and foregoing instrument to be their free and voluntary act and deed

WITNESS my hand and Notarial Seal this 21st day of January, 1994

Sheldon H. Cohan
Sheldon H. Cohan Notary Public

My Commission Expires:

Oct 16, 1995

County of Residence

Lake