

97007826

97 FEB -7 PM 2:37

MORRIS W. CARTER
RECORDER



Lake County Trust Company

This Indenture Witnesseth

That LAKE COUNTY TRUST COMPANY, AS TRUSTEE under the provisions of a Trust Agreement dated May 1, 1995 and known as Trust No. 4666 of Lake County, and State of Indiana,

does hereby grant, bargain, sell and convey to:

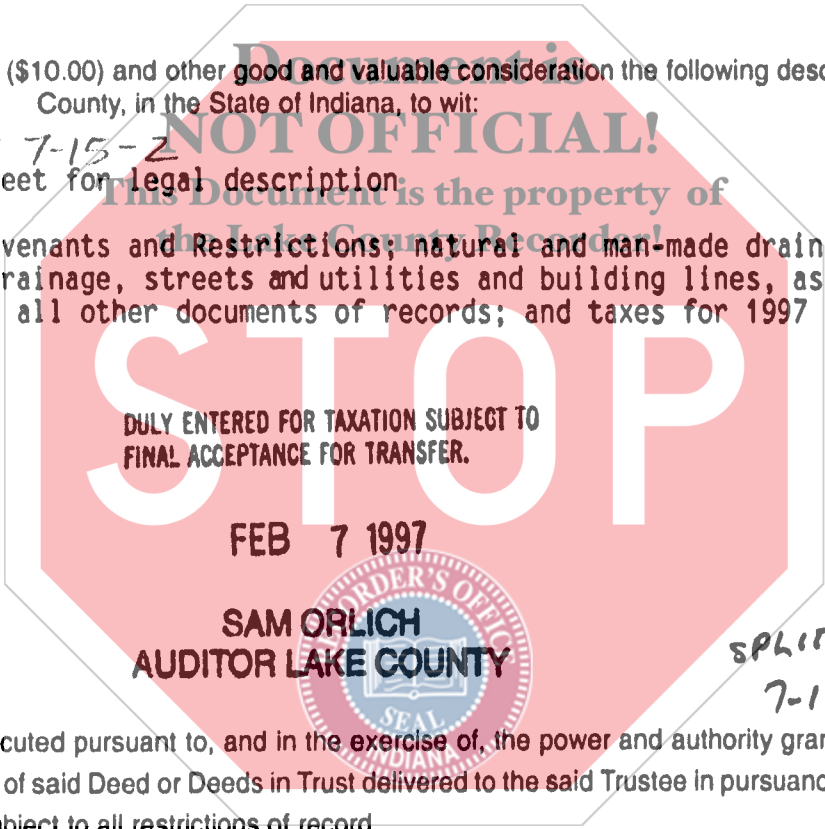
Lawrence E. Crowe and Linda D. Crowe, husband and wife
13160 Fillmore Court
Crown Point, IN 46307

for the sum of ten dollars (\$10.00) and other good and valuable consideration the following described Real Estate in Lake County, in the State of Indiana, to wit:

SPLIT 7-15-2

See attached sheet for legal description.

Subject to: Covenants and Restrictions; natural and man-made drainage walls; easements for drainage, streets and utilities and building lines, as set forth in the plat and all other documents of records; and taxes for 1997 and thereafter.



SPLIT FROM 7-15-2

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

IN WITNESS WHEREOF, The said LAKE COUNTY TRUST COMPANY, as Trustee, by Elaine M. Worstell as Trust Officer, and Sandra L. Stiglitz as Assistant Secretary, has hereunto set its hand and seal this 24th day of January, 19 97.

LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid,

By: Elaine M. Worstell
Elaine M. Worstell Trust Officer

Attest
Sandra L. Stiglitz
Sandra L. Stiglitz Assistant Secretary

Thomas W. Drimbal
11471 Lakewood St. C.P. 46307

000364 *27.00*
cc# 14933

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named
Elaine M. Worstell, as Trust Officer and Sandra L. Stiglitz

as Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 24th day of January, 1997

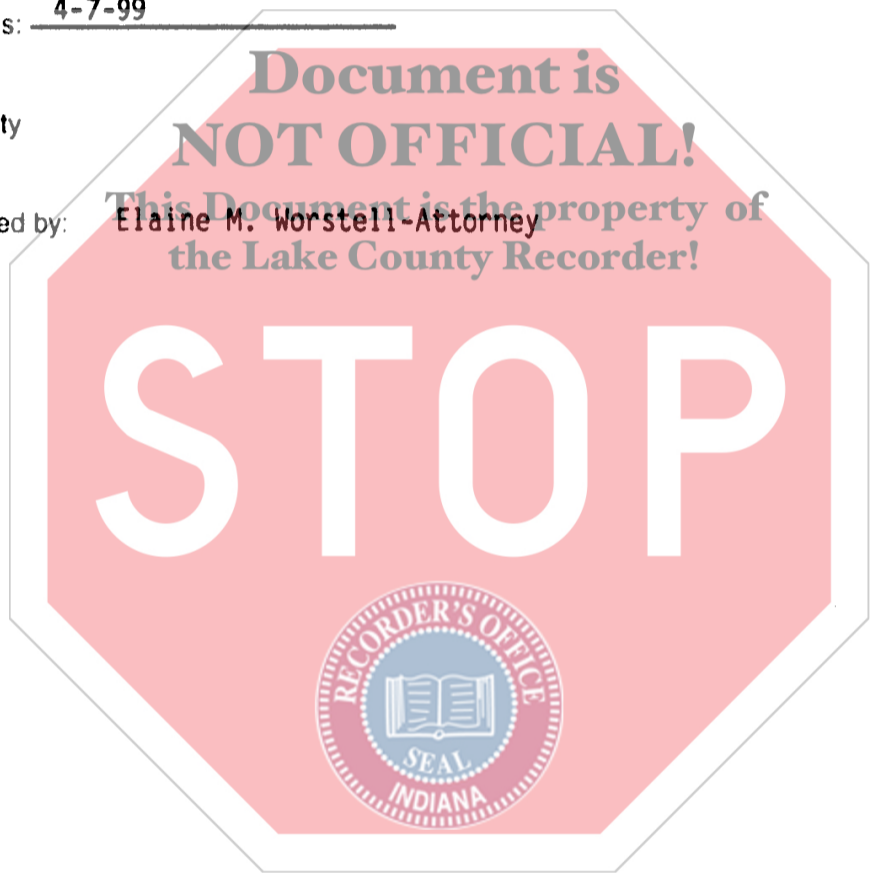
Leah Susanne Anderson
Leah Susanne Anderson Notary Public

My Commission Expires: 4-7-99

Resident of Lake County

This instrument prepared by: Elaine M. Worstell-Attorney

Revised 12/96



LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 20 ACRES THEREOF, AND EXCEPT THE WEST 20 ACRES OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: "THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 20 ACRES THEREOF," IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 470.01 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 521.89 FEET; THENCE SOUTH 15 DEGREES 56 MINUTES 53 SECONDS WEST, 457.11 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 54 SECONDS WEST, 396.44 FEET TO A POINT ON THE EAST LINE OF SAID WEST 20 ACRE EXCEPTION; THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST, 441.27 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 4.65 ACRES, MORE OR LESS.

THE GRANTOR RESERVES THEREFROM, AND SAID PARCEL IS SUBJECT TO, THE FOLLOWING EASEMENT FOR INGRESS AND EGRESS, TO WIT:

A 30-FOOT WIDE STRIP OF LAND IN THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, SAID STRIP BEING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT A MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 495.01 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS WEST, 201.61 FEET; THENCE NORTH 82 DEGREES 14 MINUTES 38 SECONDS EAST, 151.92 FEET; THENCE SOUTH 17 DEGREES 30 MINUTES 48 SECONDS EAST, 207.72 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 28 SECONDS WEST, 65.05 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL, SAID POINT BEING THE TERMINUS OF SAID CENTERLINE. THE SIDE LINES OF SAID 30-FOOT WIDE STRIP ARE TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE NORTH AND SOUTH BOUNDARIES OF SAID PARCEL.

Said easement is for the benefit of the land described on Exhibit A attached hereto.

The land out of which this easement was created, was acquired by the Grantor by Warranty Deed recorded December 30, 1996 as document No. 96085720.

EXHIBIT A

THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., EXCEPT THE SOUTH 20 ACRES THEREOF, AND EXCEPT THE WEST 20 ACRES OF THE FOLLOWING REAL ESTATE, TO WIT: "THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., EXCEPT THE SOUTH 20 ACRES THEREOF," AND EXCEPT A PARCEL OF LAND IN THE FRACTIONAL WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL WEST 1/2, 1086.51 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID FRACTIONAL WEST 1/2, 773.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID FRACTIONAL WEST 1/2, 1080.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF SAID FRACTIONAL WEST 1/2, 285.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 23 SECONDS WEST, 1080.00 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 34 SECONDS EAST, 285.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

and

Document is NOT OFFICIAL

A PARCEL OF LAND IN THE FRACTIONAL WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL WEST 1/2, 1086.51 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID FRACTIONAL WEST 1/2, 773.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID FRACTIONAL WEST 1/2, 1080.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF SAID FRACTIONAL WEST 1/2, 285.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 23 SECONDS WEST, 1080.00 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 34 SECONDS EAST, 285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7.06 ACRES, MORE OR LESS.

Excepting therefrom the following described real estate:

A PARCEL OF LAND IN THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 20 ACRES THEREOF, AND EXCEPT THE WEST 20 ACRES OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: "THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 20 ACRES THEREOF," IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 470.01 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 521.89 FEET; THENCE SOUTH 15 DEGREES 56 MINUTES 53 SECONDS WEST, 457.11 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 54 SECONDS WEST, 396.44 FEET TO A POINT ON THE EAST LINE OF SAID WEST 20 ACRE EXCEPTION; THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST, 441.27 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 4.65 ACRES, MORE OR LESS.

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 20 day of November, 1995, by LAKE COUNTY TRUST #4666 (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

SEE ATTACHED LEGAL DESCRIPTION (herein referred to as the "PROPERTY")

CLAUSE II.
GENERAL PURPOSES OF THIS DECLARATION

This PROPERTY is subject to the Covenants to promote proper use and appropriate development and improvement of the PROPERTY and every part thereof; to protect each and every owner of any part of the PROPERTY 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 the PROPERTY 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 the PROPERTY consistent with these Covenants. The provisions herein contained are for the mutual benefit and protection of the Developer, the Owner(s), present or future, of any and all of the PROPERTY, their respective legal representatives, heirs, successors, grantees, and assigns.

CLAUSE III
GENERAL RESTRICTIONS

1. **LAND USE.** The PROPERTY 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 the PROPERTY is first transferred from the developer to an owner, the developer shall be permitted to subdivide or plat said PROPERTY and, in addition, the developer shall be entitled to dedicate additional roadways over and across said PROPERTY. Once the developer transfers legal title from himself to an owner, no further re-subdivision shall be permitted and no PROPERTY owner shall provide access over and across said PROPERTY to any other real estate without the express written permission of the developer.

2. **DWELLING SIZE.** The minimum square footage of above grade, heated and finished living area shall be 1900 square feet on the main level for a ranch-style house, 2250 square feet for all other permitted styles. No bi-levels or raised ranches shall be permitted to be built on the PROPERTY. All houses shall have an attached, 2 car minimum, garage.

3. **ARCHITECTURAL CONTROLS.** Architectural controls shall be in effect to govern the site plan, design, and style of the house and/or associated structures, final grading of the PROPERTY, 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 the PROPERTY has been built upon, or at such earlier time as the Developer deems appropriate, the architectural control of the PROPERTY shall be vested with and continued by a simple majority of the PROPERTY 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 architectural control duties so assigned. Neither the PROPERTY 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 25% (TWENTY FIVE PERCENT) 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 25% masonry requirement. The minimum allowable roof slope shall be 4' rise in 12' run. Only site built homes shall be permitted. No building, nor

any structure, shall be moved to the PROPERTY. 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 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 90 days after the home owner properly notifies the Architectural Control Committee of the issuance of the certificate of occupancy, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction shall be completed within six (6) months from the date of issuance of the building permit. The primary residence on said PROPERTY shall be built by a licensed and bonded general contractor or an owner who has successfully passed the general contractor's licensing examination given by the appropriate governmental authority. No improvement which has partially or totally been 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 the PROPERTY 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 the PROPERTY 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 the PROPERTY. The total square footage of said additional structure shall not exceed 500 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 residency located on said PROPERTY.

5. BUILDING LOCATION. No house, garage, or other structure shall be located closer than 50 feet from a side property line. No house, garage, or other structure shall be located closer than 100 feet from the front or rear property. Site plan must specifically show the house, building sidelines, front setback line, and rear setback line.

6. **WOODLANDS PRESERVATION.** No tree over 3" in diameter, measured 1 foot above grade, shall be removed without good cause. Good cause shall be limited to those trees which are necessary to build one's home, drive, septic, garage, or other permitted structure, or those trees which have been found to be dead, dying, diseased, or pose a hazard to life, limb or property, as attested to by a qualified tree surgeon. No tree or bush, regardless of size, located within 25 feet of any property line shall be removed, unless said tree poses a hazard to life, limb or property, as attested to by a qualified tree surgeon.

7. **FENCES.** Metal fences and vinyl coated metal fencing and support posts shall not be permitted to be erected on the PROPERTY. 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 PROPERTY. In addition, no fence of any kind shall be erected, placed or maintained in the area between the rear, exterior wall of the main dwelling structure and the front property line. Any fences constructed within this development shall be kept in good repair by the owner.

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

- (i) Remove all debris or rubbish.
- (ii) Prevent the existence of any other that reasonably tends to detract from or diminish the aesthetic appearance of the PROPERTY.
- (iii) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

9. **NUISANCES.** No noxious or offensive activity shall be carried on or upon the PROPERTY, 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 the PROPERTY.

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

11. **WEAPONS.** The use of firearms within the PROPERTY 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 the PROPERTY from the dedicated streets in the PROPERTY shall be paved with at least a base of eight inches of stone no later than thirty (30) days after occupancy, weather permitting.

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

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 PROPERTY 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 this PROPERTY. 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.

Document is
NOT OFFICIAL!
GENERAL PROVISIONS

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

2. **INITIAL TERMS AND EXTENSIONS.** These Restrictive Covenants shall run with the land and shall be binding on all parties, persons, or entities claiming under them or onto the land for a period of 20 years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of 10 years, unless a signed agreement by 75% (or more) of the then current property owners of said PROPERTY 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 PROPERTY shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also damages for any injuries resulting from any violation thereof; but there shall be no right or reversion or forfeiture of title resulting from such violation. The developer shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of this agreement from any owner or owners in violation of the same.

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

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

8. **CURRENT CONDITION OF THE PROPERTY.** The property currently has a house and out-buildings located on the land and the Owner accepts the property as-is, in its present condition. The demolition of existing structures, if required by the Owner, will be done at the expense of the Developer. The Owner understands and acknowledges that the Developer will use reasonable efforts to remove the structures with concern for the existing trees and vegetation (although some damage is expected to occur). The Owner also understands and acknowledges the some debris and small items will remain after demolition, and it is the responsibility of the Owner to perform the final clean-up.

**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 # _____ PROPERTY - _____
PROJECT TELEPHONE NUMBER (IF APPLICABLE) _____

PLANS

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

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

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

3. SEWER PLANS - APPROVAL LETTER FROM UTILITY FOR TAP-IN.

4. ABOVE GROUND FINISHED & HEATED LIVING AREA ONLY _____
Square Feet

I do hereby certify, represent, and warrant that I have complied with all the covenants for the PROPERTY, 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.