STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2000 069713

2000 SEP 25 AN 9: 46

MORRIS W. CARTER CORPORATE WARRANTY DEED

C 62/3626206

INDENTURE WITNESSETH THAT COUNTRY MEADOWS DEVELOPMENT CORP., a corporation duly organized and existing under the laws of the State of Indiana, located at 7511 East 109th Avenue, Crown Point, Lake County in the State of Indiana, Convey and warrant to BLAGOJA RISTEVSKI and VIOLETA RISTEVSKI, Husband and Wife, of Lake County, in the State of Indiana, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Lake County in the State of Indiana, to-wit:

Lot 27 in Country Meadow Estates, Second Addition to the Town of Winfield, as per plat thereof, recorded in Plat Book 79, page 18, in the Office of the Recorder of Lake County, Indiana.

SUBJECT TO: 1999 real estate taxes, payable in 2000 2000 real estate taxes, payable in 2001 Liens, encumbrances, easements and restrictions of record Ditches and drains, if any

THE UNDERSIGNED OFFICERS OF THE GRANTOR CORPORATION HEREIN CERTIFY THAT THIS CONVEYANCE IS NOT SUBJECT TO INDIANA GROSS INCOME TAX.

IN WITNESS WHEREOF, the said COUNTRY MEADOWS DEVELOPMENT CORP., has caused this deed to be executed by Thomas N. Simitage, its Vial President and attested to by Maria K. Simitage, its asst. Secretary and its corporate seal to be hereunto affixed.

this 19th day of SEPTEMBER, 2000.

(Seal) ATTEST:

BY: TYlarla K. Sintola ast Sec ASST. SECRETARY

COUNTRY MEADONS DEVELOPMENT CORP.

Jay Pills 2941 Jy/r Count Coceptance FOR TRANSFER

Craw Gent, In 46307
SEP 222000

Property 7310 1074 Ct, Deter BENJAMIN
CRIWN Point, IN AMECOUNTY AUDITOR

STATE OF INDIANA, LAKE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of SEPTEMBER, 2000, personally appeared: Thomas N. Simitao as Uict PRESIDENT of the corporation and attested to by MARKE IS SIMITAO as ASST. SECRETARY, and acknowledged the execution of the foregoing deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

the Land Public Susan M. How Resident of LAKE County

My Commission Expires:

JULY 11 + 2007

This instrument prepared by: Donald R. O'Dell, Attorney at Law P.O. Box 128, Lowell, IN 46356



DEED RESTRICTION AND COVENANT FOR WATER FRONT LOTS - ATTACHMENT "A"

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This lot is a water front lot. All water front lots shall be finished graded in a manner and according to a grading plan and pursuant to a time schedule approved in writing by Lake County Trust Company, as Trustee for Trust #4800, or their designees or assignees (collectively herein "Trust #4800). A grading plan, prepared by a licensed surveyor, showing all existing grades and proposed grades must be submitted to and approved in writing by Trust #4800 prior to any construction and grading of the lot. Trust #4800 shall have the sole and absolute discretion to approve or disapprove all such plans, and shall have no liability to the lot owners for disapproving or for failing or refusing to approve, such plans. Absolutely no grading, filing, excavating or other alteration of the elevation of the lot within any drainage easement(s) shown on the recorded plat or which otherwise encumber this lot shall be permitted without such written approval. Should, for any reason, the grade of the lot within said easement(s) be altered without such written approval, Trust #4800 may restore or contract for the restoration work within said drainage easement(s) on behalf of the lot owners, at the lot owners' expense, for which Trust #4800 hereby reserves a license and an easement for itself and its agents, representatives and contractors. The lot owners are hereby jointly and severally obligated to immediately pay to Trust #4800 the actual cost of such restoration or the full amount of the contractor's bill, as applicable, plus 12% of the amount thereof for overhead and handling to Trust #4800. If the lot owners do not pay such amounts within fifteen (15) days, Trust #4800 may file and foreclose (pursuant to the procedures specified from time to time in I.C. 32-8-3-1 et seq.) a lien upon the lot which will include reasonable attorney fees, plus interest at one and one-half percent (1.5%) per month, without relief from valuation or appraisement laws. All costs of collection, including attorney fees and court costs will be added to the amount owed by the lot owners. The lot owners hereby jointly and severally covenant and agree to indemnify, defend and to save and hold Trust #4800 harmless, from and against any and all liabilities, damages, losses, costs, expenses (including engineers', consultants', expert witnesses' and attorneys' fees), actions, causes of actions, and suits at law or in equity, of whatever nature, kind, character, description, extent or duration, arising directly or indirectly out of any grading, filling, excavation or other alteration of the elevation of the lot either (1) in accordance with any plan approved by Trust #4800, or (2) in violation of the foregoing restriction, including, but not limited to, in either case, the loss or diminution in value of other lots owned by Trust #4800 as a result thereof or the costs of maintaining, repairing or replacing the banks or other earthwork of the body of water on which the lot fronts, and any facilities or structures connected therewith. This deed restriction and covenant shall run with the land.

Lot owners' acknowledgment of, and agreement with the above restriction and covenant.

Vialeto.	Ri Stevscu'	Bloom	a (Kiclevsoni	9-19-00
Signatures - B	llack Ink Only			Date
Blassia	Ristovski s - Black Ink Only	Violeta	Ristevski	
Printed Name	s - Black Ink Only			

STATE OF INDIANA) 00.	
COUNTY OF LAKE	SS:	

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared the above-named person(s) who executed and acknowledged the foregoing instrument for and on behalf of themselves or their company.

Witness my hand and Notarial Seal this 19 day of September 2000.

Document is NOT With My Commission Expires:

Star Lugar Notary Public, State of Indiana Lake County My Commission Exp. 6/25/07 My Commission Exp

grp\aw\simstad\cmdc\water front lot restrictions-#2