

**DECLARATION ESTABLISHING PARTY WALL
AND CREATING PROTECTIVE AND
RESTRICTIVE COVENANTS AND EASEMENTS**

WITNESSETH THIS DECLARATION, made this day by Steve Smith and Carmel Smith along with Dale Huseman and Debbie Huseman, hereafter referred to as sellers and William Krizman hereafter referred to as buyer and whereas all parties are collectively referred to as Declarants.

Whereas, sellers are the owners of the real estate commonly known as 203 Lynne's Way, Lowell, Indiana, which real estate is legally described as follows:

Subdivision Unit 1

Part of Lot 2 in Carriage Crossing Phase 1, as shown in plat book 77 page 60, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2; thence South 00 degrees 19 minutes 49 seconds East along the West line thereof 87.00 feet to a lot corner of said Lot 2; thence South 63 degrees 0 minutes 21 seconds East along the Southwesterly line of said Lot 2 140.23 feet to a lot corner of said Lot 2; thence Northeasterly along an arc having a radius of 50 feet, an arc distance of 7.77 feet; 25.09 feet thence North 33 degrees 24 minutes 50 seconds West, 156.46 feet to a point in the North line of said Lot 2; thence North 88 degrees 32 minutes 41 seconds West along said North line 55.72 feet to the point of beginning. (Hereinafter referred to as "Parcel A")

Whereas, the buyers are to be the new owners of above mentioned real estate commonly known as 203 Lynne's Way, Lowell, Indiana, which real estate is legally described as above.

*Subdivision,
Unit one

Parcel B is described as Part of Lot 2 in Carriage Crossing Phase 1, as shown in plat book 77 page 60, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 88 degrees 32 minutes 41 seconds East along the North line of said lot 55.72 feet to the POINT of BEGINNING thence South 88 degrees 32 minutes 41 seconds along the North line of said Lot 113.57 feet to the Northeast corner of said lot; thence South 01 degrees 28 minutes 06 minutes West 119.23 feet to a lot corner of said Lot 2; thence Southwesterly along an arc having a radius of 50 feet, an arc distance of 26.06 feet; thence North 33 degrees 24 minutes 50 seconds West, 156.46 feet to a point in the North line of said lot 2, at the point of beginning. (Hereinafter referred to as Parcel B)

Which Parcel A and Parcel B are hereinafter together referred to as the Parcel(s) or the "Real Estate"; and

Whereas, the Declarants desire to establish a party wall and create protective and restrictive covenants and easements (hereinafter the "Restrictions") on the Real Estate, for the purpose of maintaining a fair and adequate value of the Real Estate, and to insure that Parcel A and Parcel B will each continue as desirable residential parcels.

Now, therefore, the undersigned declare that the Real Estate shall be improved, hold, used, occupied, leased, sold or conveyed subject to the Restrictions, which Restrictions shall run with the land and inure to and pass with the Real Estate, and will apply to and bind the heirs and successors in interest of the Declarants, and which Restrictions, as applicable to Parcel A and Parcel B, are hereby declared to be imposed as mutual equitable servitudes in favor of the other parcel, and which Restrictions are set forth in the following Articles:

**ARTICLE ONE
DURATION**

The restrictions shall be perpetual and shall run with the land. Termination of the Restrictions may occur prior to said time only by unanimous consent of all the owners of the Real Estate herein described and the mortgagees thereof.

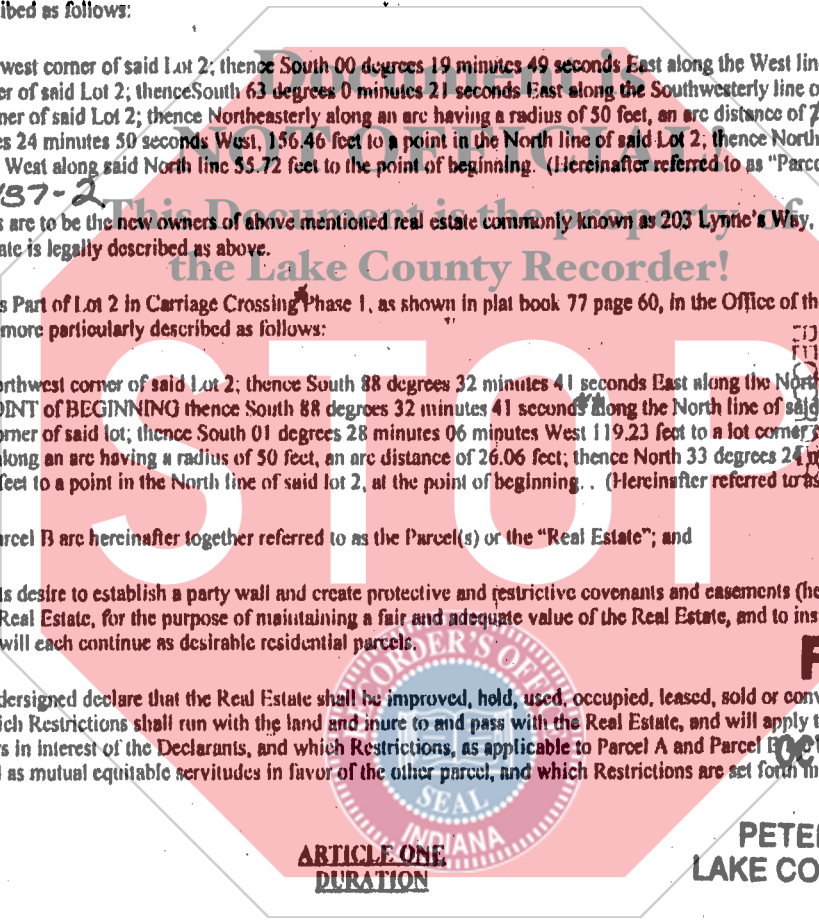
**ARTICLE TWO
GENERAL RESTRICTIONS AS TO USE**

The Real Estate is presently improved with a duplex dwelling having a common party wall. Such existing dwelling shall be protected, preserved and maintained by the owners and no additional buildings, with the exception of one small accessory shed, no additions or alterations shall be erected or added to the existing structure. Further, the use of Parcel A and Parcel B shall be solely and exclusively limited to that of single family residential use. No trailers, tents, shacks, boats or recreational vehicles shall be stored on the Real Estate, unless the same are stored wholly within the confines of the existing garages.

**ARTICLE THREE
EXTERIOR BUILDING MAINTENANCE AND PRESERVATION**

The owner of each parcel shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Said owners shall, as to the exterior of the residence, maintain and preserve the design, color scheme and concept of the original construction. The exterior color scheme shall be maintained in its original state unless the owners agree upon a different scheme.

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STATE OF INDIANA
LAKE COUNTY
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PETER BENJAMIN
LAKE COUNTY AUDITOR

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ARTICLE FOUR
OWNER'S OBLIGATION TO REBUILD

If all or any portion of the improvements on the Real Estate are damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurred and such reconstruction shall be diligently pursued until completed. The proceeds of any casualty insurance payable to the owner or its mortgagee is hereby pledged to be held in trust for the sole purpose of reconstructing the building and shall be used solely for such purpose.

ARTICLE FIVE
USE RESTRICTIONS

No sign of any kind shall be displayed to public view except signs advertising the property for sale or rent.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the premises, except for ordinary house pets.

No rubbish, trash or garbage, or other waste materials shall be kept or permitted on the property except in sanitary containers located in appropriate areas concealed from public view.

Radios, stereos, recorders and televisions shall be played after 10:30 p.m. and before 6:00 a.m. only at a subdued audio level that cannot disturb the other Party.

Each residence shall be occupied by not more than five persons.

ARTICLE SIX
COSTS OF REPAIRS TO BE SHARED BY OWNERS

The cost of replacing or repairing the following portions of the building shall be equally shared:

- A. The roof and gutters.
- B. The party wall.
- C. Sewer line outside of building.

ARTICLE SEVEN
RIGHT OF FIRST REFUSAL

In the event that the owner of either Parcel shall receive from any third party a bona fide offer to purchase the Parcel owned by such owner and described herein at a price and on terms acceptable to such owner, such owner shall give written notice of such price and terms to the other owner and such other owner shall have ten days thereafter in which to execute a written agreement for the purchase of such Parcel at such price and on such terms as contained in said bona fide offer. If the owner after notification shall fail to execute such agreement within such ten day period, the selling owner shall thereafter be free to sell such Parcel to the third party making the offer on the same terms and conditions set forth in such offer and if such Parcel is so sold to such third party then all rights of the other owner under this article shall forthwith terminate. If such Parcel is not sold to the third party making the offer, then subsequent bona fide offers from any third party have to be presented in the above mentioned manner.

Present owners Steve Smith, Carmel Smith, Dale Huseman, and Debbie Huseman, any one, two, three or all are excluded from this Article Seven; First Right of Refusal and can sell to anyone making an offer without giving other owners the first right of refusal.

ARTICLE EIGHT
ARBITRATION

Except as provided in Article Nine, any dispute, controversy or disagreement arising out of or related to this Declaration shall be resolved by the submission of the same to arbitration under the rules and regulations of the American Arbitration Association. Any owner of a Parcel may notify the other of its desire to arbitrate, and if within ten days after written notice of such desire to arbitrate is served upon the other owner, the owners have not agreed upon an impartial arbitrator, either or both of the owners may ask the American Arbitration Association to submit a list of five persons eligible to serve as arbitrators. If within ten days from receipt of such list, the 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 owners of such arbitration, and there shall be no appeal of said decision except as may be allowed by Indiana law. The costs of such arbitration shall be shared equally by the owners unless the arbitrator shall specifically find that the conduct of the losing owner was arbitrary and unreasonable in which event the entire cost of the arbitration may be assessed against such owner.

**ARTICLE NINE
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 Parcel, or their respective successors or assigns will have in addition to the right of arbitration provided in Article Eight 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 hours prior to commencing action of the owner allegedly responsible for such violation, or threatened violation.

**ARTICLE TEN
PARTY WALL AND EASEMENTS**

A PORTION OF THE IMPROVEMENTS ERECTED ON THE Real Estate constitutes a common wall and boundary between the Parcels.

The Declarants desire to settle all questions relating to the ownership and use of said common wall and the Declarants do declare said wall to be a party wall and the owner of each Parcel shall have the right to use it jointly. The Declarants do further declare as to said party wall as follows:

- A. No parcel owner without the prior written consent of the other Parcel owner, shall extend the party wall or use the same in any manner that would impair the use of the same by the other Parcel owner.
- B. In the event it becomes necessary or desirable to repair or rebuild the whole or any part of the party wall, the expense thereof shall be borne equally by the parcel owners, unless same shall be necessitated by the negligent or willful acts or omissions of one owner, in which event all of the expenses thereof shall be borne by such owner.
- C. For the encroachments of more than one-half (1/2) of the party wall over and upon each parcel, either presently or in the future for any reason, including, but not limited to, any such encroachment arising out of the reconstruction, repair or replacement of the party wall.

Each Parcel is hereby imposed with a mutual reciprocal easement over or through each Parcel for the benefit of the other Parcel for the following purpose:

- A. Any and all utility services facilities now or hereafter in the future existing, including, but not limited to, utility services for gas, electricity, water, sewer, telephone, communications, and security to the extent that any of same are presently located on one parcel and service the other parcel.
- B. For the structural support of that portion of the building located on each parcel.
- C. For the encroachments of more than one-half (1/2) of the party wall over and upon each parcel, either presently or in the future for any reason, including but not limited to, any such encroachment arising out of the reconstruction, repair or replacement of the party wall.

**ARTICLE ELEVEN
MODIFICATION**

This Declaration and the Restrictions contained herein may be terminated, extended, modified or amended only with the unanimous consent of all persons owning an interest in the fee simple title to the Real Estate and all mortgages of record on the 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.

**ARTICLE TWELVE
NOTICES**

All notices, statements, demand, approval or other communication to be given under or pursuant to this Declaration will be in writing, addressed to the respective Parcel addresses set forth above, and will be delivered in person, or by certified mail, return receipt requested, postage prepaid or by telegram or cable, charges prepaid.

IN WITNESS WHEREOF, the Declarants have executed this agreement on the 6th day of October, 2000.

William M. Krizman
William Krizman

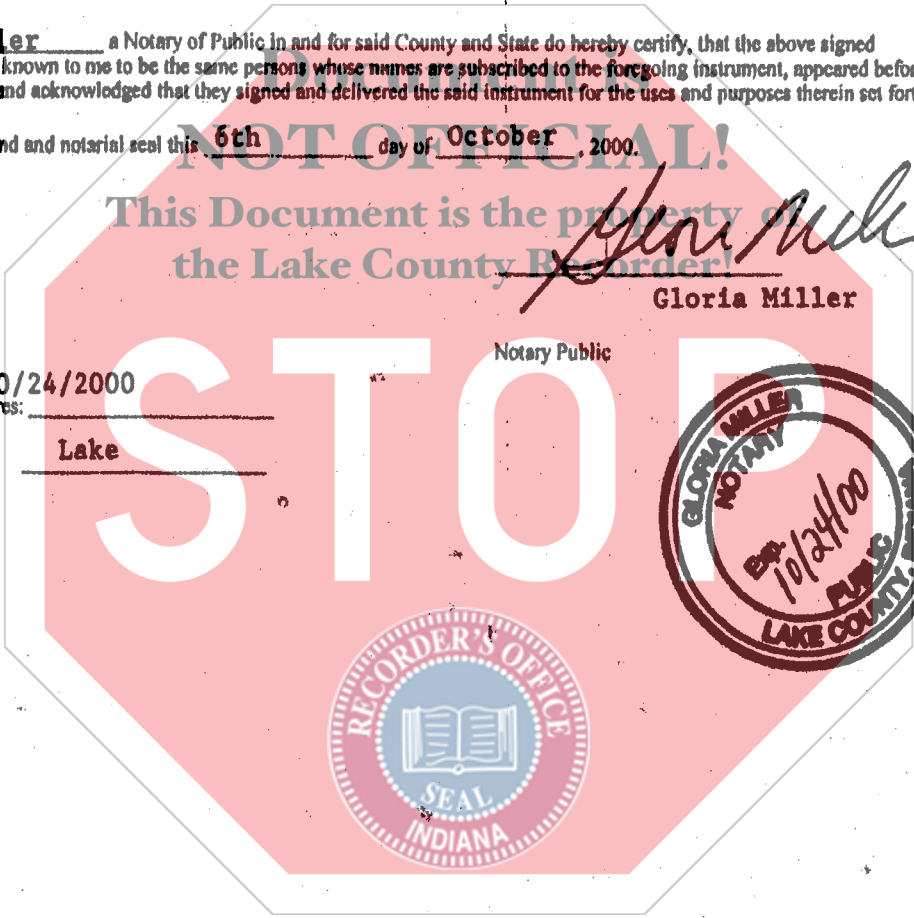
Steve Smith
Steve Smith
AKA Steven Craig Smith
Carmel Smith
Carmel Smith
AKA Carmel M. Smith

Dale Huseman
Dale Huseman AKA Dale E. Huseman
Debbie Huseman
Debbie Huseman

STATE OF INDIANA)
) SS:
COUNTY OF LAKE

I, Gloria Miller a Notary of Public in and for said County and State do hereby certify, that the above signed Declarants, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of October, 2000.



Gloria Miller
Gloria Miller
Notary Public

My Commission Expires: 10/24/2000
County of Residence: Lake

