FILED

DECLARATION OF RESTICTIVE COVENANTS FOR ILLIANA FARMS ADDITION

OCT 23 2000

KEYS 1-213-1+04

PETER BENJAMIN

LAKE COUNTY AUDITOR

This Declaration of Covenants, Restrictions and Easements is made this 6th day of July, 2000, by David M. Austgen, Trustee, under the provisions of that certain Trust Agreement dated May 31, 2000, and known as LT V&N101, (hereafter "Declarant") of the Real Estate platted as ILLIANA FARMS ADDITION, (hereafter "Real Estate"), an Addition to Lake County, Indiana.

RECITALS

- 1. The Declarant is the fee simple owner of the Real Estate, which is more particularly described in Exhibit "A", attached hereto.
- 2. The Declarant seeks to place upon the Real Estate these Restrictions and Record to preserve the characteristics and value of the Real Estate.
- 3. The Declarant seeks to place upon the Real Estate these Restrictions of Record in a recordable fashion to make their development and improvement requirements concerning the Real Estate.
- 4. The Declarant intends by this Declaration to impose upon the Real Estate, as defined herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Parcels of Property within ILLIANA FARMS ADDITION.
- 5. The Declarant is establishing these Requirements to avoid all confusion and establish clearly the Intent to restrict the Real Estate for the benefit of the Real Estate and the Owners of the Real Estate, present and future, their Heirs, Personal Representatives, Successors and Assigns.

COVENANTS

NOW, THEREFORE, the Declarant declares that all of the Real Estate located in Exhibit "A" attached hereto is held, and shall be held, subject to the provisions of this Declaration, as covenants running with the land for the benefit of the Owners of the Real Estate, their Heirs, Personal Representatives, Successors and Assigns.

- 1. <u>Construction</u>. No manufactured housing units may be used.
- 2. <u>Re-Subdivision</u>. There shall be no re-subdividing of any lots in this Subdivision.
- 3. <u>Term.</u> These covenants are to run with the land and shall be binding upon all lots, the owners thereof, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an

001338 1059

M. B

instrument signed by Seventy-five percent (75%) of the then-owners of the lots has been recorded, agreeing to change said covenant in whole or in part, provided, however, that such agreement shall only be affected if made and recorded one (1) year prior to the effective date of such change.

- 4. <u>Enforcement</u>. In addition to any other legal rights, the owner, or owners, present or future, of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants set forth herein, or any of them, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure to enforce any violation of the Covenants set forth herein be deemed to be a waiver of the right to do so as to any similar or other violation hereof.
- 5. Severability. Invalidation of any one (1) of these covenants by judgment or Court Order shall in no way affect any of the other provisions that shall remain in full force and effect.

the Lake County Recorder!

- 6. Throughout this document, the masculine gender shall be deemed to include the feminine and/or the neuter, the singular and the plural, and vice versa, wherever required by the context.
- 7. The undersigned owners of ILLIANA FARMS ADDITION further declare, for the benefit of all persons purchasing lots in said ILLIANA FARMS ADDITION, that all of said lots shall be sold subject to the above and foregoing restrictions.

David M. Austgen, Trustee under the provisions of that certain Trust Agreement dated May 31, 2000, and known as LT V&N101

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, this day of July, 2000, personally appeared David M. Austgen, Trustee, under the provisions of that certain Trust Agreement dated May 31, 2000, and known as LT V&N 101, and acknowledged execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and Notaria	al Seal this 6th Aay of July 2000.
My Commission Expires:	any S. Birjaner
3/20/2001	
<u> </u>	Amy S. Benjamin, Notary Public
,	A resident of Porter County, Indiana

EXHIBIT "A" (Farms)

A part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 33 North, Range 10 West of the Second Principal Meridian described as beginning at a point which is on the West Line of said Section 12 and 374.00 North of the Southwest corner of said Northwest Quarter of the Southwest Quarter as measured along said West line; thence continuing North along the West line of said Section 12 a distance of 804.43 feet to a point 1178.43 feet North of the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Southwest Quarter of the Northwest Quarter a distance of 1325.26 feet to a point on the East line of the West half of the West half of said Section 12; thence South along said East line a distance of 802.14 feet to a point which is 374.09 feet North of the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 12; thence West along a line parallel with the South line of said Northwest Quarter of the Southwest Quarter a distance of 1341.89 feet to the point of beginning and containing 24.59 acres, more or less, all in the County of Lake, State of Indiana.





2000 077050

Document Mail Back to Information Sheet

This is where you want the recorded document sent back to when it has completed the recording process.

		W	116			12 1				
						OX	1		V 111	a) M//-
.•	Address	220	33	N.	mA	N	الم الم	CC	2410	NX16- S1014
	City StZip								•	
	Telephone	75	55	2	7C	0				
Sign	nature Printed	- (, /	<i></i>		•
Sign	nature Written		SI NO	ALANA						!
Date	of Signature			muu			•	· ·	·	•
, c	heck Number	<u> </u>	/							• •
C	heck Amount	* \$	3.0,	00			•.	•		
•••	was .	•	•	•						

Office Use Only

Check Equals Amount Due	□Yes □No.
Total	. 30.02
initials	TRB