

**STATE OF INDIANA
LAKE COUNTY
CLERK OF COURTS**
**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

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This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the 14th day of May, 2002, between the following individuals:

ELAINE H. SNOPEL ("Elaine"); and

LAWRENCE H. SNOPEL ("Lawrence")

(collectively the "Parties").

RECITALS:

A. Mary A. Snopel ("Decedent") died testate on April 25, 2001 owning the real property commonly known as 2745 Clay Street, Lake Station, Indiana, and legally described as follows:

Lots numbered 29, 30 and 31 in Block 1 in the First Subdivision to East Gary, Located in the Town of East Gary, Lake County, Indiana

("Property").

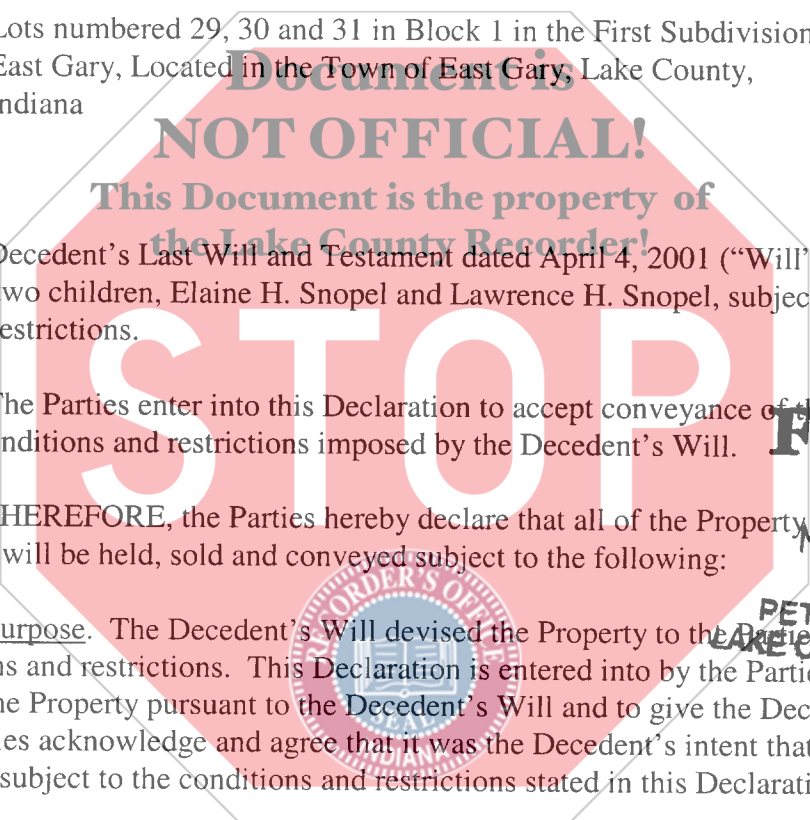
B. Decedent's Last Will and Testament dated April 4, 2001 ("Will") devised the Property to her two children, Elaine H. Snopel and Lawrence H. Snopel, subject to certain conditions and restrictions.

C. The Parties enter into this Declaration to accept conveyance of the Property subject to the conditions and restrictions imposed by the Decedent's Will.

NOW, THEREFORE, the Parties hereby declare that all of the Property is subject to this Declaration and will be held, sold and conveyed subject to the following:

1. Purpose. The Decedent's Will devised the Property to the Parties subject to certain conditions and restrictions. This Declaration is entered into by the Parties to accept conveyance of the Property pursuant to the Decedent's Will and to give the Decedent's intent full effect. The Parties acknowledge and agree that it was the Decedent's intent that the Property be devised to them subject to the conditions and restrictions stated in this Declaration.

2. Possession. Elaine shall have the right to the exclusive possession of the Property (i) for so long as she desires; or (ii) until such time as she as she is no longer able to reside at the Property; or (iii) she vacates the residence located on the Property ("Residence") for a period of



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MAY 24 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

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13. *[Signature]*
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180 consecutive days or more, then Elaine will be presumed to have no further intent to occupy the Residence.

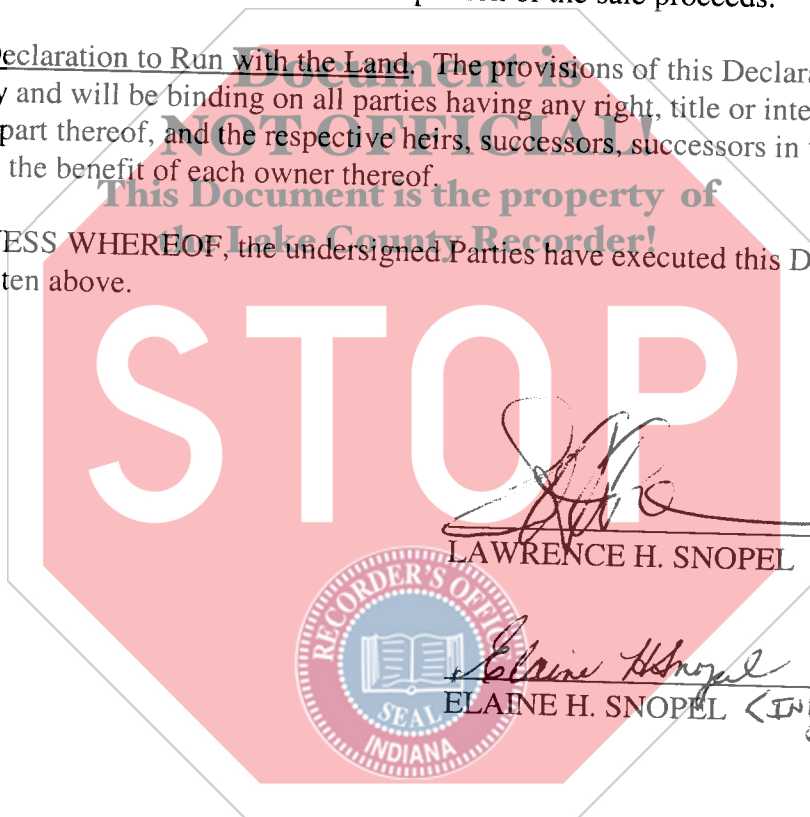
(a) Conditional Possession. As a condition of Elaine's exclusive possession of the Property, Elaine is required to: (i) pay all real estate and other taxes or assessments accrued against the Property during the period of her possession; (ii) pay all homeowners or other premiums for casualty and liability insurance pertaining to the Residence; and (iii) to maintain the Residence in a clean and well-repaired state.

(b) Major Repairs. Amounts of money needed for the major repair or replacement of heating, plumbing or other mechanical systems, or for the repair of the roof of the Residence, shall be paid equally by Elaine and Lawrence. A major repair is a repair which costs in excess of \$500.00.

3. Sale of Property. When Elaine no longer has possession of the Property (Paragraph 2 above) or fails to satisfy the conditions of her possession (Paragraph 2 (a) above), the Property shall be sold. The sale proceeds shall be divided equally between Elaine and Lawrence. Elaine and Lawrence agree that neither will encumber the Property with a mortgage or other lien. If Elaine or Lawrence encumbers the Property with any type of lien or mortgage, the lien or mortgage will be paid from his or her portion of the sale proceeds.

4. Declaration to Run with the Land. The provisions of this Declaration will run with the Property and will be binding on all parties having any right, title or interest in the Property, or any part thereof, and the respective heirs, successors, successors in title and assigns, and will enure to the benefit of each owner thereof.

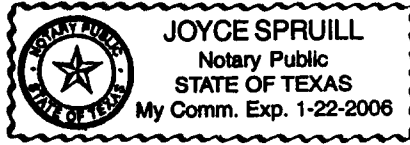
IN WITNESS WHEREOF, the undersigned Parties have executed this Declaration as of the date first written above.



STATE OF Texas)
) SS: 315-38-7702
COUNTY OF Titus)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Lawrence H. Snopel, and acknowledged the execution of this instrument this 14th day of May, 2002.

My Commission Expires: 1-22-2006 Joyce Spruill
A resident of Titus County. Joyce Spruill Notary Public
Printed Name



STATE OF Indiana)
) SS:
COUNTY OF Spencer)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Elaine H. Snopel, and acknowledged the execution of this instrument this 4th day of May, 2002.

My Commission Expires: 3/18/2009 Sandra L. Lynn
A resident of Porter County. Sandra L. Lynn Notary Public
Printed Name



This document was prepared by: Alissa F. Resop of Burke Costanza & Cuppy LLP; Attorney # 22518-64
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