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RECORDER

## TRUSTEES' DEED

THIS INDENTURE WITNESSETH, that Charles D. Green and Carol J. Lane, as Co-Trustees of the Caroll D. Green and Stella M. Green Joint Revocable Trust, dated December 30, 1996 ("Grantors"), convey to SCHEERINGA & DEVRIES, INC.

("Grantee"), for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, that certain property located in Lake County, in the State of Indiana, more specifically described on Exhibit "A", attached hereto and made a part of this Trustees' Deed.

Subject to all taxes, assessments, and mortgages of record on said real estate.

GRANTORS warrant that per powers granted to Grantors under the Trust hereinabove referenced, the undersigned Co-Trustees have full power and authority to convey the real estate hereinabove described; and that the Trust hereinabove referenced has not been revoked and remains in full force and effect. Except as in this paragraph, Grantors warrant only as to their acts as Co-Trustees and not further or otherwise.

IN WITNESS WHEREOF, Grantors have caused this Trustees' Deed to be executed this day of November, 2002.

the Lake County Recorder!

Charles D. Green, Successor Co-Trustee

Caroll D. Green and Stella M. Green

Joint Revocable Trust

Carol J. Lane, Successor Co-Trustee Caroll D. Green and Stella M. Green

Joint Revocable Trust

Unit No. 20. Key No. 13-586-2

24560-L

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

NOV 8 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

917 000720

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STATE OF INDIANA	) ) SS:		
COUNTY OF <u>Lake</u>	)		
Before me, the under day of November, 2002, po Caroll D. Green and Stella M acknowledged the execution subscribed my name and aff	ersonally appeared Char M. Green Joint Revocablo on of the foregoing De	rles D. Green, Suc e Trust dated Decer	mber 30, 1996 and having
		ahu	Luder
		Notary Public	Lidington
	)	(Printed Name)	
My commission expires:	4-15-03		
and I am a resident of	County, Indiana	NOTARY PUBLICOUN	A LUDINGTON C, STATE OF INDIANA TY OF LAKE
STATE OF INDIANA	)	MYCOMMISSI	ON EXPIRES 04-15-08
COLINITY OF MARIA	SSDocume	ent is	
COUNTY OF MARION	NOTOFF	ICIAL	i
Before me, the unde	ersigned, a Notary Public	in and for said Co	unty and State, this
day of November, 2002, per D. Green and Stella M. C	ersonally appeared Carol	J. Lane, Successor	her 30 1996 and having
acknowledged the executi	on of the foregoing D	eed In witness v	whereof. I have hereunto
subscribed my name and af	fixed my official seal.	ood. III william	
subscribed my many and			
JERRY M KING			
NOTARY PUBLIC STATE OF MARION COUNTY	Y	Notary Public	xi m King
MY COMMISSION EXP. DE	C. 23,2009	(Printed Name)	
	TUNDER'S	William .	
My commission expires: _			
and I am a resident of	County, Indian	a. S	
This instrument prepared Wayne Street, Suite 800, F	by Ann M. O'Hara, And ort Wayne, Indiana 4680	ttorney at Law, B	aker & Daniels, 111 East
Send the original deed and Indiana 46319	tax statements to: Wayı	ne Scheringa, (746	S.SOUTH INDIANA AVENUE, GRIFFTH,

## EXHBIT "A"

Lot 2 in Green's 2<sup>nd</sup> Addition to the Town of Schererville, Indiana, as per Record Plat thereof appearing in Plat Book 75, Page 21, in the Office of the Recorder of Lake County, Indiana.



FWIMAN1 260163v1

## DECLARATION OF RESTRICTIVE SUBDIVISION COVENANTS

## 1. LAND USE AND BUILDING TYPE:

- A. All lots shall be used for single family residential purposes except those designated for retention, out lots, easements, wetland and parks. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one half stories in height with an attached garage for not more than three cars shall be erected on said lots. No structure of a temporary character including but not limited to, basements, tents, shacks, garages, barns or other out-buildings shall be used on any parcel at any time as a residence, either temporary or permanent.
- B. Proposed dwelling for each parcel or lot, exclusive or porches, basements and garages, shall have a minimum of 1550 square feet of living space for a one-story dwelling and any one and one-half story, not less than 1600 square feet or any two story or two and one-half story, not less than 2200 square feet of living space, exclusive or porches, basements and garages.
- 2. Each lot shall have two (2) 2 -- inch diameter trees planted in the front yard of residence. No trees are allowed in parkway per the Town of Schererville.
- 3. No residential dwelling shall have less than 25% masonary products on total exterior. In cases where architecture would be imparied, the architectural control committee may grant an approval of the plan and a variance to this restriction.
- 4. All plumbing stacks are to be located in the rear of the house roof.
- the Lake County Recorder!It is required that all ventilators located be placed in the rear of the house, in the gable ends or soffit area.
- 6. No building previously constructed elsewhere shall be moved upon any tract in this addition.
- 7. No trucks with over a two ton rating by mfg. are permitted to be parked on residence property.
- 8. No residence or structure shall be commenced, erected or maintained on any lot in this addition until the construction plans and specifications have been submitted to and approved by the architectural review committee or their duly authorized agents or assigns and approved by same.
- 9. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of 10 years unless instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 10. No concrete block exposed on front of house and no more than two courses of concrete block exposed on the sides or rear of such house.
- 11. The architectural control committee reserves the right to enforce compliance with these covenants. Cost of enforcement of any of these covenants include reasonable attorney fees to be paid by owner.
- 12. Developer and/or committee, while operated by developer, cannot be held liable for error and omissions in reference to these covenants.