

4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 100307

2004 NOV 30 AM 9:11

MORRIS W. CARTER
RECORDER
PARTY WALL AGREEMENT

THE STATE OF Indiana

COUNTY OF Lake

WHEREAS, The Clifford Family Trust is the owner of the Property known as The South 1/2 of Lot 221 in Waterside Crossing Phase 1, as per plat thereof, recorded in Plat Book 94 page 10, in the office of the Recorder of Lake County, Indiana and The Clifford Family Trust is the owner of Property attached and adjacent thereto known as The North 1/2 of Lot 221 in Waterside Crossing Phase 1, as per plat thereof, recorded in Plat Book 94 page 10, in the office of the Recorder of Lake County, Indiana; and

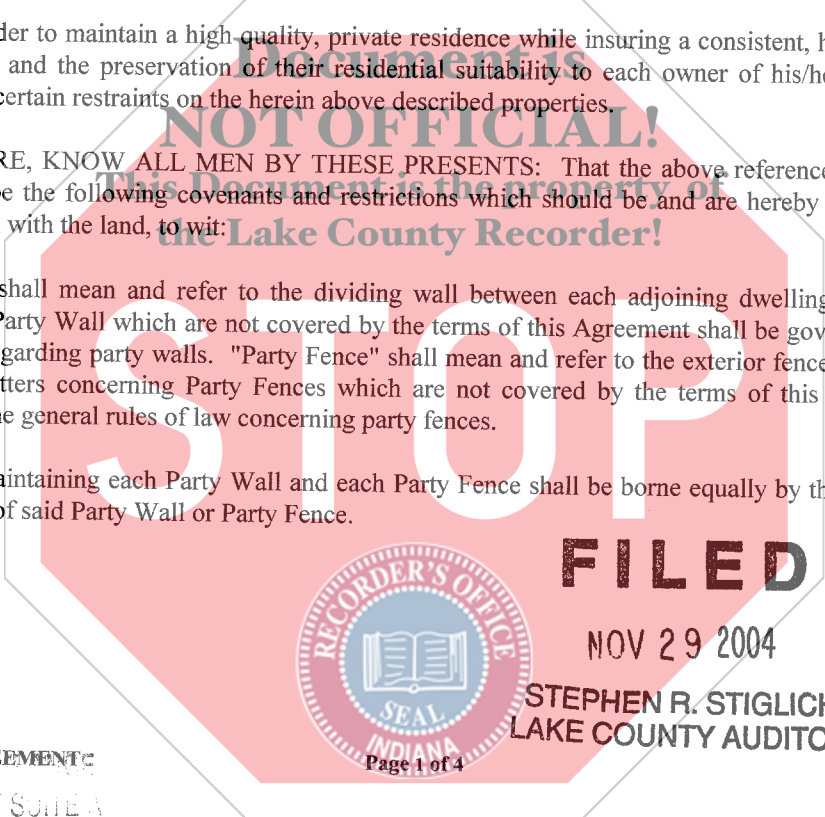
9-517-6+12 (23)

WHEREAS, both of the above described units constitute one building structure separated by a "Party Wall" and/or "Party Fence" as defined herein; and

WHEREAS, in order to maintain a high-quality, private residence while insuring a consistent, harmonious character to such properties and the preservation of their residential suitability to each owner of his/her unit, it is deemed desirable to place certain restraints on the herein above described properties.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above referenced Parties do hereby adopt and prescribe the following covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land, to wit:

1. "Party Wall" shall mean and refer to the dividing wall between each adjoining dwelling unit. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. "Party Fence" shall mean and refer to the exterior fences separating the two lots. Any matters concerning Party Fences which are not covered by the terms of this Agreement shall be governed by the general rules of law concerning party fences.
2. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the owners of the lots on either side of said Party Wall or Party Fence.



PARTY WALL AGREEMENT
MICOR TITLE
11055 BROADWAY SUITE A
CROWN POINT, INDIANA 46307

P&P 6/00
[Doc ID 5051]

926048207

002019

16-
Cec
TH

3. In the event of damage or destruction to any Party Wall, Party Fence, shared monolithis slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.
4. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
5. Each owner shall keep all exterior walls of his dwelling unit in good condition and repair at his sole cost and expense. No owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing etc.)
6. Each owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall or Party Fence due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be co-ordinated between the owners.
7. An owner who, by his negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph 6.
8. If any monolithis slab repairs are required, the entire monolithis foundation must be involved in the repair process. Owners of both properties must cooperate regarding repairs to the slab. Each party shall share equally in any necessary repair.

9. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which remain in full force and effect.

EXECUTED AT to be effective November 19, 20 04.

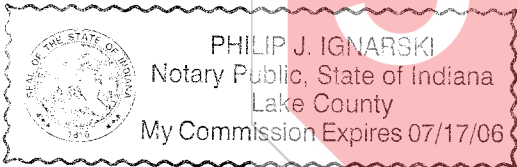
Janice K. Clifford Trustee Joseph Gent MEMBER
JANICE K. CLIFFORD, TRUSTEE JOSEPH GENT, MEMBER

by Edward H. Feldman
her attorney-in-fact
BY: EDWARD H. FELDMAN, HER ATTY.-IN-FACT, PURSUANT TO POWER OF ATTORNEY RECORDED

THE STATE OF INDIANA § November 30, 2004 AS DOCUMENT NO. _____

COUNTY OF LAKE § 2004-100306

This instrument was acknowledged before me on the 19th day of NOVEMBER, 20 04,
by JANICE K. CLIFFORD, TRUSTEE by EDWARD H. FELDMAN, HER ATTY-IN-FACT



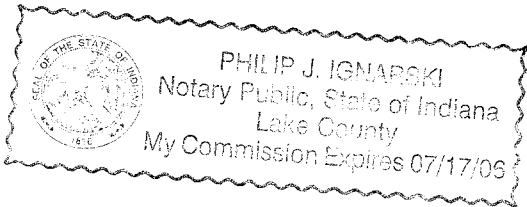
Philip J. Ignarski
Notary Public - State of _____
Printed Name of Notary: _____

My Commission Expires: _____

THE STATE OF INDIANA §

COUNTY OF LAKE §

This instrument was acknowledged before me on the 19th day of November, 20 04,
by JOSEPH GENT, MEMBER



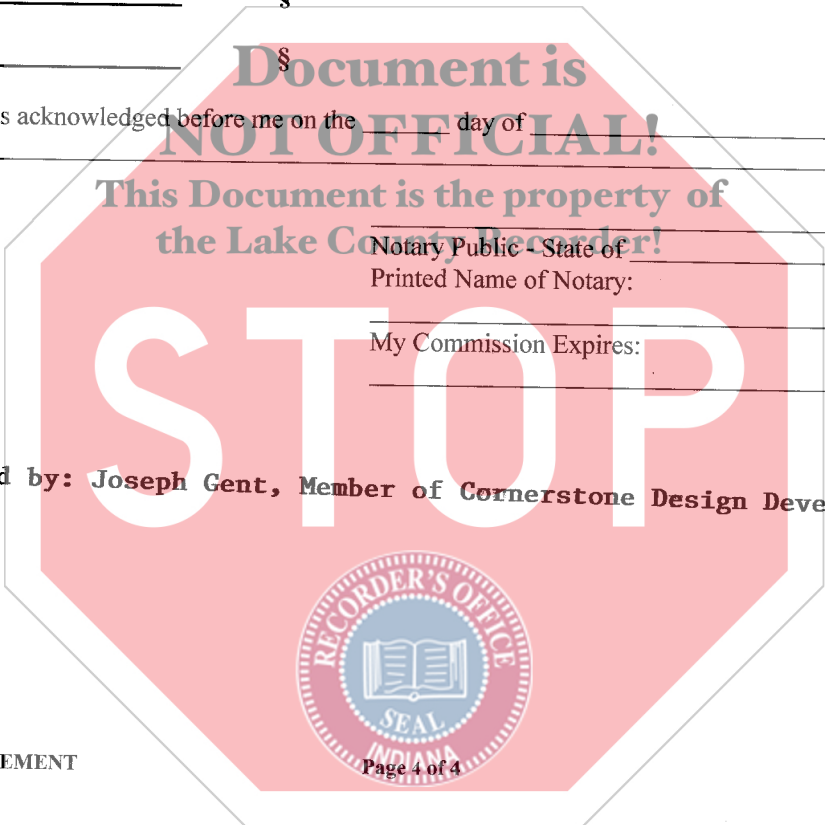
Philip J. Ignarski
Notary Public - State of
Printed Name of Notary:

My Commission Expires:

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20 _____,
by _____



Notary Public - State of
Printed Name of Notary:

My Commission Expires:

Prepared by: **Joseph Gent, Member of Cornerstone Design Development, LLC**