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**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR**  
**SUPERIOR CORPORATION CENTER LOTS 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16**  
**AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA**

2005 JUN 3 11:49 AM

This Declaration, is made and entered into this 2nd day of JUNE, 2005 by SUMMIT & BROADWAY PROPERTIES, INC., an Indiana Corporation (hereinafter referred to as "Declarant").

**RECITALS**

1. The Declarant is the fee simple owner of the Real Estate, which is legally described as follows: **Superior Corporation Center Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.**

2. The Declarant is recording this Declaration of Restrictive Covenants for Lots 7 through 16 of SUPERIOR CORPORATION CENTER subdivision, an addition to the City of Crown Point, Lake County, Indiana (hereafter the "CENTER").

3. The Declarant seeks to place upon the Real Estate these Restrictions of Record to insure the proper use and appropriate development and improvement of the CENTER and every part thereof; to protect the owners of the property thereof against the erection of buildings and structures improperly or unsuitably constructed; to insure adequate and reasonable development of said property; to encourage erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setback, and adequate free space between structures; and in general, to achieve a commercial development of the highest quality and caliber.

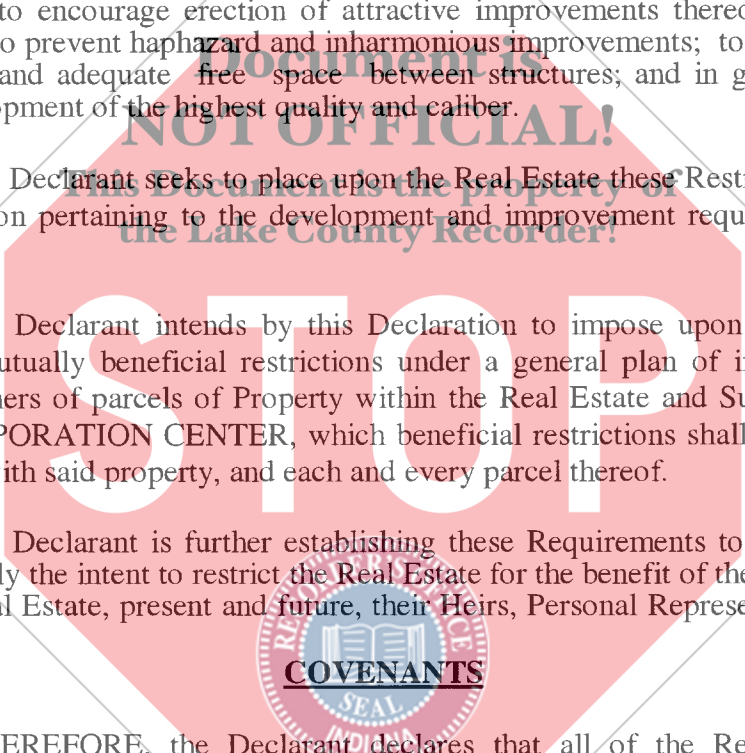
4. The Declarant seeks to place upon the Real Estate these Restrictions of Record in a recordable fashion pertaining to the development and improvement requirements concerning the Real Estate.

5. 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 the Real Estate and Subdivision known as SUPERIOR CORPORATION CENTER, which beneficial restrictions shall inure to the benefit of and shall pass with said property, and each and every parcel thereof.

6. The Declarant is further 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 described hereinabove 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.



**FILED**

JUN - 3 2005

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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1. Construction of Buildings.
  - a. All building exteriors must be faced with brick, decorative block, or other similar material as approved by the Architectural Review Committee;
  - b. Drivet and/or Exterior Insulation and Finish Systems (commonly known as EIFS) are prohibited;
  - c. Only asphalt shingle or architectural standing seam metal (standing hip) roofs are allowed on any building, however, this provision does not apply to flat roofs;
  - d. Architectural Review Committee approval is required for construction of any building within the CENTER, as set forth hereinafter.
  
2. Prohibited Activities.
  - a. The Lots are prohibited from being used for the manufacture, sale, or distribution of liquid petroleum or related products, except with the written consent of the Declarant; and
  - b. No noxious or offensive activity shall be carried on, in, or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance.
  
3. Architectural Review Committee. The Architectural Review Committee (hereafter "Committee") is initially composed of the following member: Declarant. The Committee may designate a representative to act for it. In the event of the resignation of a member of the Committee, Declarant shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within forty-five (45) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
  
4. Term. These covenants shall be effective when recorded in the Office of the Lake County Recorder. 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 instrument signed by Seventy-five percent (75%) of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that such agreement shall only be affected if made and recorded one (1) month prior to the effective date of such change.

The Declarant, or its assigns, reserves unto itself the right to amend this Declaration and enter into agreements with the grantee of any parcel, lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by a written agreement) shall not constitute a waiver of any such Covenant as to the remaining real property of Declarant.

5. Enforcement. In addition to any other legal rights, the owner, or owners, present or future, of SUPERIOR CORPORATION CENTER LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, and the Declarant, 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. A party breaching these restrictive covenants shall be liable for any and all legal or attorney's fees and court costs expended in the pursuit of the legal rights contained herein. Whenever there shall have been built on any lot of the CENTER, any structure which is and remains in violation of the Covenants above set forth, or any of them for a period of thirty (30) days after actual receipt of written notice of such violation by the owner of such lot, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. 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.

6. Entity Authority. The undersigned Person or Persons executing this Declaration on behalf of any entity, represent and certify that they are duly elected, appointed, or authorized Officers, Representatives, or Members of said entity, and are fully empowered to execute and deliver this Declaration, and that all necessary entity actions for the making of this Declaration has been taken and done.

7. 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.

8. The undersigned owner of SUPERIOR CORPORATION CENTER LOTS 7 through 16, further declare, for the benefit of all persons purchasing said lots, that all of said lots shall be sold and utilized subject to the above and foregoing restrictions.

**DECLARANT**

**SUMMIT & BROADWAY PROPERTIES, INC.**, an Indiana Corporation.

By: Mark A. Schweitzer  
Mark A. Schweitzer, President

Attest: Janine M. Fitzgerald  
Janine M. Fitzgerald, Treasurer

STATE OF INDIANA )  
) SS:  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, this 2 day of JUNE, 2005, personally appeared Mark A. Schweitzer and Janine M. Fitzgerald, as President and Treasurer of Summit & Broadway Properties, Inc., and acknowledged execution of the above and foregoing Instrument to be their free and voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 2 day of JUNE, 2005.

My Commission Expires:

1-26-07

Theresa A. Perneck  
Notary Public  
A resident of LAKE County, Indiana

This instrument prepared by: Austgen, Decker & Phillips, P.C., 130 N. Main Street, Crown Point, IN 46307.

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