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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. BROWN  
RECORDER

DEC 12 2007

PARTY WALL AGREEMENT

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

WHEREAS, AUBURN WOODS, LLC is owner of the following described real estate:

All of Lot 22 in Auburn Woods Addition-Phase One, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 97 page 80, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 5781 and 5783 Adams, Merrillville, Indiana 46410.

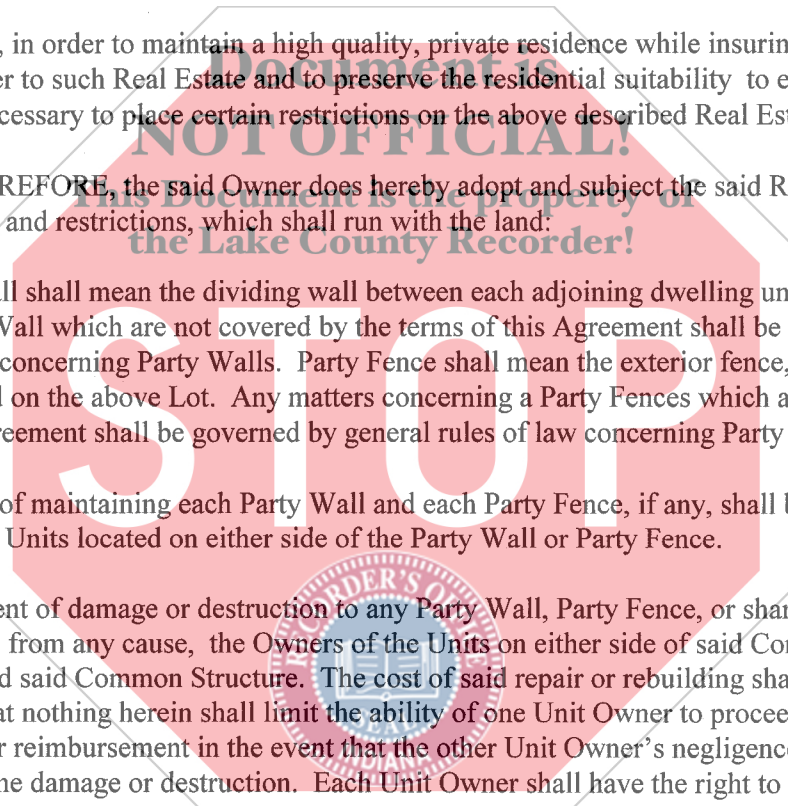
Key No. 008-08-15-0820-0006;

WHEREAS, two residential dwelling Units are located in one building structure situated on the above described Real Estate which are separated by a Party Wall and/or a Party Fence; and

WHEREAS, in order to maintain a high quality, private residence while insuring a consistent, harmonious character to such Real Estate and to preserve the residential suitability to each owner of a unit, it is deemed necessary to place certain restrictions on the above described Real Estate.

NOW, THEREFORE, the said Owner does hereby adopt and subject the said Real Estate to the following covenants and restrictions, which shall run with the land:

1. Party Wall shall mean 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 general rules of law concerning Party Walls. Party Fence shall mean the exterior fence, if any, separating the two units located on the above Lot. Any matters concerning a Party Fences which are not covered by the terms of this Agreement shall be governed by general rules of law concerning Party Fences.
2. The cost of maintaining each Party Wall and each Party Fence, if any, shall be borne equally by the owners of the Units located on either side of the Party Wall or Party Fence.
3. In the event of damage or destruction to any Party Wall, Party Fence, or shared monolith slab (Common Structure) from any cause, the Owners of the Units on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of said repair or rebuilding shall be borne equally, provided that nothing herein shall limit the ability of one Unit Owner to proceed against the other Unit Owner for reimbursement in the event that the other Unit Owner's negligence or wilful misconduct caused the damage or destruction. Each Unit Owner shall have the right to use said repaired or rebuilt Common Structure. If either Unit Owner shall fail to pay for repair or rebuilding within thirty (30) days after demand for payment, one Unit Owner shall be entitled to pay for the repair or rebuilding and to claim mechanic's lien rights pursuant to the laws of the State of Indiana, provide this shall not limit the paying Unit Owner's rights to elect other legal or equitable remedies. In any litigation, the prevailing party shall recover reasonable attorney fees from the non prevailing party.



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4. No Unit Owner shall alter, change, or move a Common Structure in any manner except for interior decorations which do not affect the structure or function of the Common Structure. Each Unit Owner adjoining the Common Structure shall have a perpetual easement in that part of the Unit of the other on which said Common Structure is located for the purpose of such Common Structure and any other additional area necessary to repair, replace, or maintain the same.

5. Each Unit Owner shall keep all exterior walls, except those parts that are the responsibility of the Homeowner's Association, and interior wall surfaces of his or her Unit in good condition and repair at his or her own cost and expense. No Unit Owner shall do or permit to be done any act or omission that would tend to change the overall architectural, decorating and landscape plan for Auburn Woods Subdivision.

6. If any part of this Agreement conflicts with applicable law, the conflicting part shall be severed and the remaining part enforced.

7. If any part of this Agreement conflicts with the Declaration of Covenants, Conditions, Easements and Restrictions recorded as part of Document Number 2005 062719, then the provisions of said Declaration of Covenants, Conditions, Easements and Restrictions shall, in all cases, govern.

8. Indiana law shall govern this Agreement, which shall run with the Land.

9. This Agreement shall not limit other obligations of Unit Owners arising pursuant to law or otherwise.

Dated this 7<sup>th</sup> day of December, 2007

Auburn Woods, LLC, by

Earl Goldberg  
Earl Goldberg, Member

STATE OF INDIANA  
COUNTY OF LAKE

SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 7<sup>th</sup> day of December, 2007, personally appeared Earl Goldberg, personally known to me to be the same person whose name is subscribed to the foregoing Agreement and acknowledged the execution of the foregoing Agreement as the free and voluntary act of Auburn Woods, LLC for the uses and purposes therein set forth. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

Katherine E. Adams  
Signature of Notary

Resident of Lake County, Indiana

Printed Name of Notary

This instrument prepared by:

Robert B. Golding, Jr., 9250 Columbia Avenue, Suite E-2, Munster, Indiana 46321, (219) 836-8530

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Chris Burk

