

**LOT 109 PARTY WALL EASEMENT**

Whereas, Thieneman Homes, Inc., a corporation, organized and existing by and under the laws of the State of Indiana, is the owner in fee of the following described real estate situated in the Town of Winfield, State of Indiana: Lot 109 in Wyndance Subdivision, Phase 1, as per Record Plat thereof, recorded in Plat Book 101, page 31 in the Office of the Recorder of Lake County, Indiana and

Whereas, said owner has constructed on said premises, for sale a multiple dwelling unit composed of four (4) dwellings connected by division walls between said dwellings to be known as 5260 – 5266 E. 109<sup>th</sup> Place, Crown Point, Indiana; and

Whereas, it is intended by the undersigned to create, in favor of each purchaser, an easement covering party walls of six (6) inches in thickness and placed equally divided on the lot lines separating the lots upon which the separate dwellings are erected;

Now, therefore, the undersigned on behalf of Thieneman Homes, Inc., in order to protect each and every purchaser, his successors and assigns, of any lot or parcel of said premises, the following easements on building structures and party walls located on said premises are hereby created, to wit:

1. **Party Wall Declaration.** The dividing walls are hereby declared to be party walls between the adjoining residences erected on said premises.
2. **Maintenance of Party Wall.** The cost of maintaining each party wall shall be borne equally by the owners on either side of said wall.
3. **Damage to Party Wall.** In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's

**FILED**

**AUG 26 2014**

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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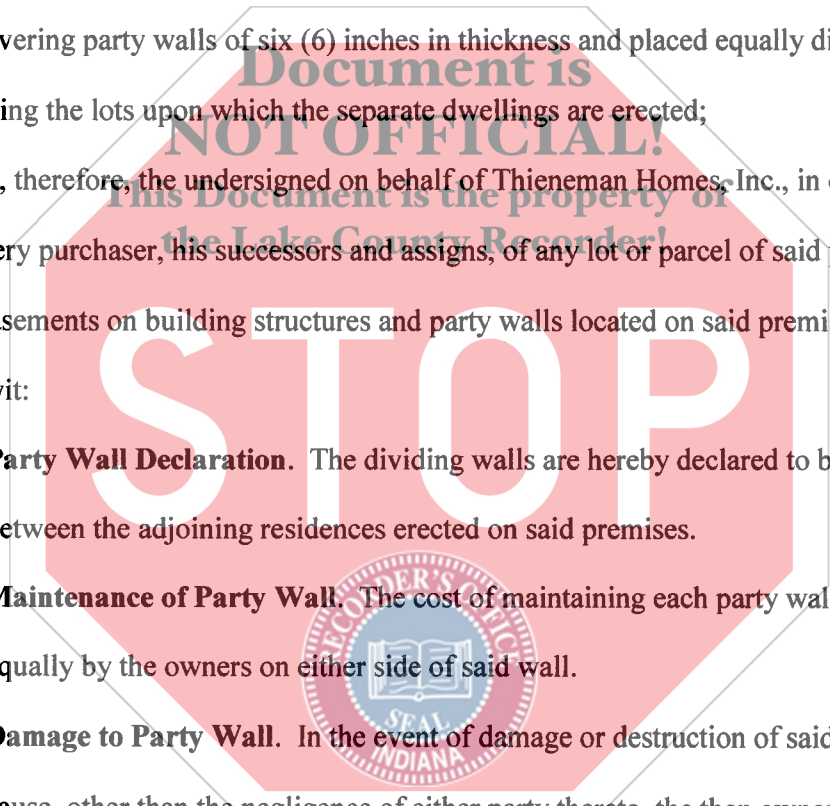
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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MICHAEL D. BROWN  
RECORDER



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APPROVED FOR RECORD BY THE COUNTY CLERK

**NO SALES DISCLOSURE NEEDED**

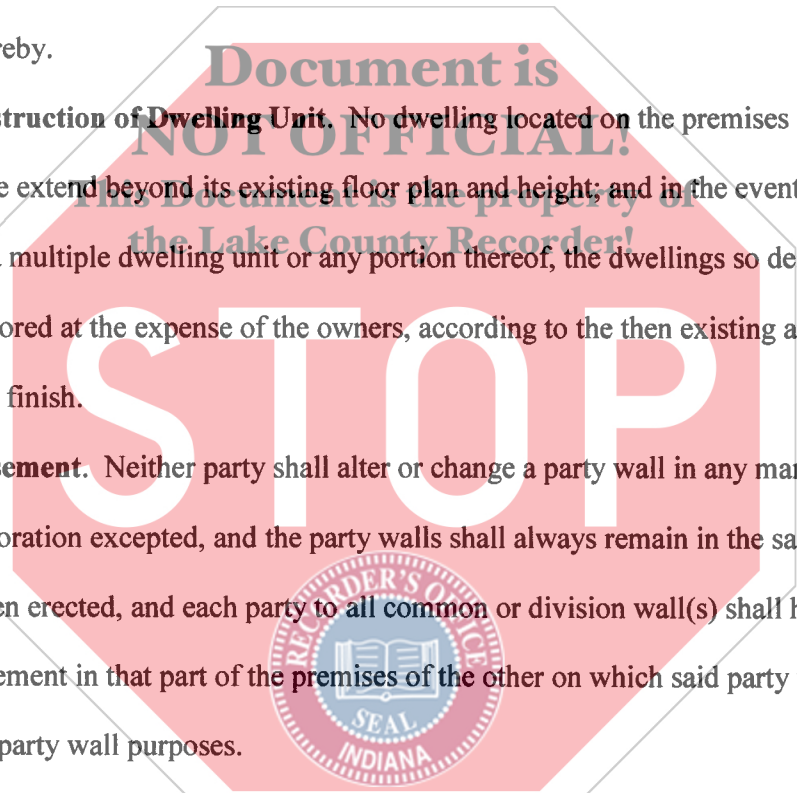
Approved Assessor's Office

By: \_\_\_\_\_

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negligence shall cause damage to or destruction of said wall, 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 cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.

4. **Drilling Through Party Wall.** Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewage, water, or utilities, subject to the obligation to restore the wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.
5. **Destruction of Dwelling Unit.** No dwelling located on the premises shall, at any time extend beyond its existing floor plan and height; and in the event of a destruction of a multiple dwelling unit or any portion thereof, the dwellings so destroyed shall be restored at the expense of the owners, according to the then existing architectural plan and finish.
6. **Easement.** Neither party shall alter or change a party wall in any manner, interior decoration excepted, and the party walls shall always remain in the same location as when erected, and each party to all common or division wall(s) shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.
7. **Exterior Decoration.** The exterior of each and every dwelling, in the multiple dwelling unit, shall be decorated with a uniform color, which shall be agreed upon by



a majority of the owners of dwellings within the multiple dwelling unit, and in the event of a tie vote on the matter, the acting Building Commissioner of said Town of Winfield, shall decide the matter, and the decision shall be binding upon each and all of the owners in said unit. The necessity and time for making such exterior decoration shall be determined in the same manner and if either or any owner or owners shall fail or refuse to pay the cost of such uniform decoration of the property owned by him or her, the majority may have the work done and have a mechanic's or materialman's lien placed against the property of the defaulting owner.

8. **Downspouts.** The downspouts attached to the buildings and/or placed upon lot lines shall be maintained at the joint expense of the adjoining owners. The cleaning, repairing, painting, and replacing of such downspouts and catch basins and drains shall be shared equally by all owners. The dimensions of the lots to be sold and conveyed and the portions of said premises depicting the party wall(s) are marked and designated in the attached Exhibit "A".

9. **Covenants Running With Land.** The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot in said multiple unit shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds to said lots shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, reservations and

covenants herein contained, designating the book and page of the record in which this instrument and the attached plat are recorded. However, failure to do so shall not void or release any subsequent grantee from these provisions.

10. **Exterior Structures.** No exterior alterations shall be made upon any structure located on said premises, and no exterior structures or entrances, in addition to those placed thereon according to the architectural plans on which said buildings are constructed, shall be added to any dwelling.

11. **Maintenance of Roofs.** The expense of maintaining, repairing and replacing roofs shall be proportionately shared by the owners of adjoining dwellings, according to the relative cost thereof.

12. **Parking Spaces.** The space allotted for parking shall be exclusively for passenger automobiles belonging to owners and their guests, and shall be limited to one automobile per adult owner.

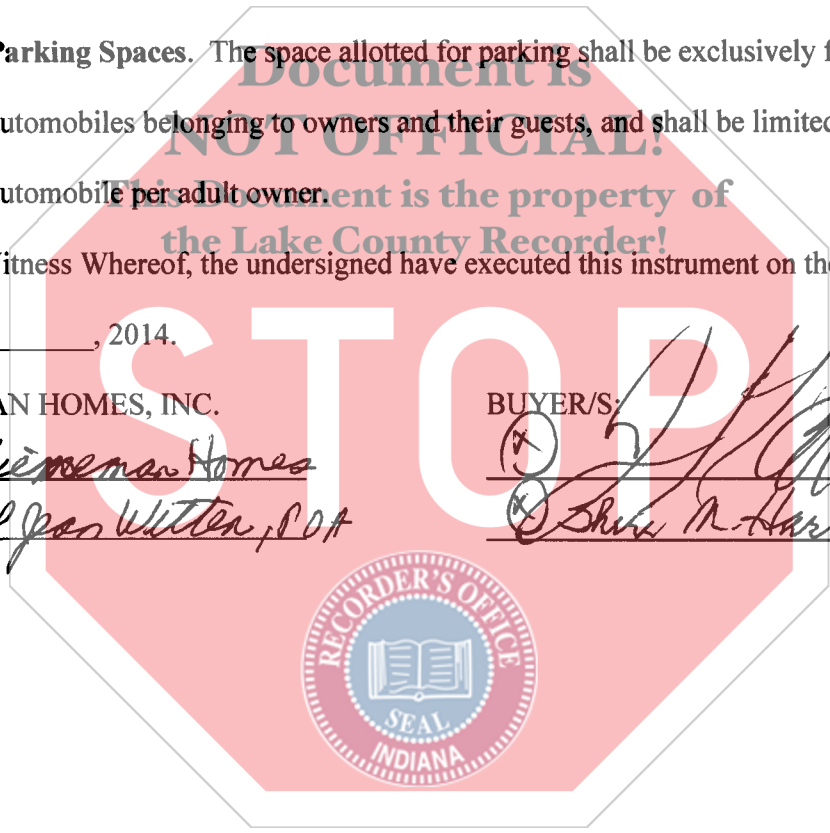
In Witness Whereof, the undersigned have executed this instrument on the 21st day of August, 2014.

THIENEMAN HOMES, INC.

By: *Thieneman Homes*  
Its: *Carol Jan Witten, POA*

BUYER/S:

*[Signature]*  
*[Signature]*



STATE OF INDIANA        )  
  )SS:  
COUNTY OF LAKE        )

Before me, a Notary Public in and for said County and State, this 21st day of August, 20 14, personally appeared \_\_\_\_\_, and acknowledged the execution of the above dedication to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by: R. Brian Woodward, #2303-45  
Woodward, Buls, Blaskovich & King, LLP  
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Merrillville, Indiana 46410  
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