

STATE OF INDIANA  
LAKE COUNTY  
FILED

2015 025804

2015 APR 29 10:00 AM

MICHELLE  
RECORDER

RETURN TO:

GLENN R. PATTERSON  
LUCAS, HOLCOMB & MEDREA LLP  
300 EAST 90<sup>TH</sup> DRIVE  
MERRILLVILLE, IN 46410

**DECLARATION CREATING PROTECTIVE AND  
RESTRICTIVE COVENANTS FOR LOT A,  
HOLIDAY PLAZA UNIT NO. 3**

WITNESSETH THIS DECLARATION, made this day by WHITECO INDUSTRIES, INC., a Nebraska corporation (herein the "Declarant").

WHEREAS, Declarant is the owner of real estate in the Town of Merrillville, Indiana (the "Town"), which is legally described as follows (the "Real Estate"):

Lot A, a Resubdivision of Lots 1 and 3, in Holiday Plaza Unit 3, A Planned Unit Development in the Town of Merrillville, as per plat thereof recorded in Plat Book 108 page 03 in Lake County, Indiana.

WHEREAS, Declarant or its successors intends to improve the Real Estate with a memory care medical facility and other improvements; and

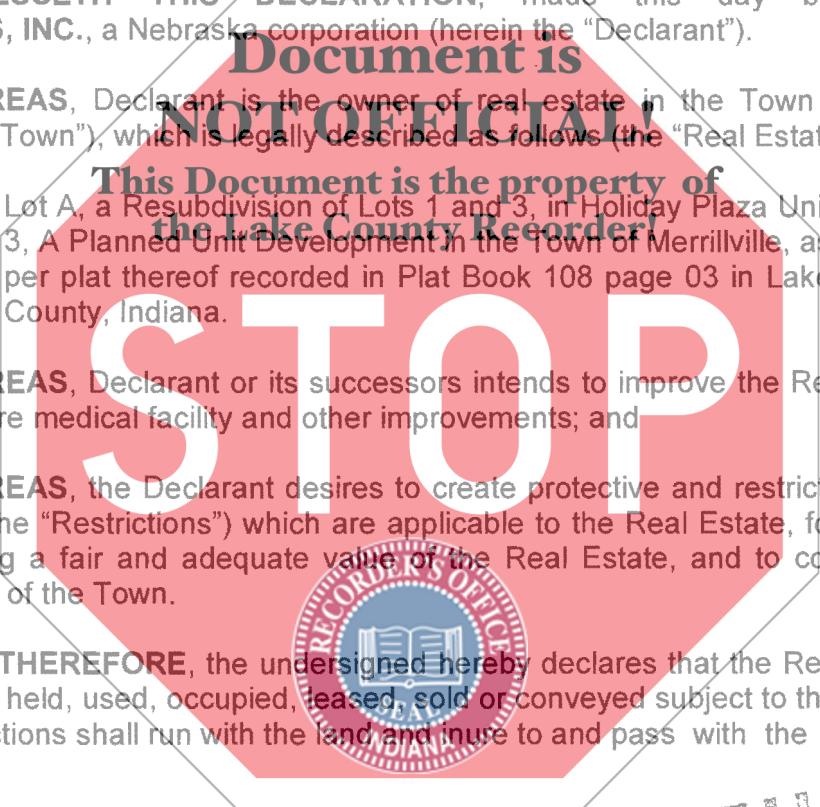
WHEREAS, the Declarant desires to create protective and restrictive covenants (hereinafter the "Restrictions") which are applicable to the Real Estate, for the purpose of maintaining a fair and adequate value of the Real Estate, and to comply with the requirements of the Town.

NOW THEREFORE, the undersigned hereby declares that the Real Estate shall be improved, held, used, occupied, leased, sold or conveyed subject to the Restrictions, which Restrictions shall run with the land and inure to and pass with the Real Estate,

17.00  
~~17.00~~  
M.E  
N.F.T

1 01824

FILED  
APR 29 2015  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR



and will apply to and bind the heirs and successors in interest of the Declarant, and which Restrictions are set forth in the following Articles:

## ARTICLE ONE

### DURATION

The Restrictions shall run with the land of the Real Estate and bind the Real Estate until such time that the Planned Unit Development zoning classification is changed to any other zoning classification by the Town, upon which, and effective as of the date thereof, this Declaration shall be deemed to have automatically been terminated and released from the title to the Real Estate.

## ARTICLE TWO

### GENERAL RESTRICTIONS AS TO USE

The Real Estate shall be improved only with, and used only as, a memory care medical building, an outdoor advertising sign and related facilities and improvements.

## ARTICLE THREE

### MAINTENANCE AND PRESERVATION

The then owner of the Real Estate shall, at its sole cost and expense, maintain, repair and replace all buildings and other improvements constructed and installed on the Real Estate owned by it, including but not limited to, the then existing, (1) driveways, roads, curbs, sidewalks and storm water drainage facilities not dedicated to the Town, (2) parking lot paving, curbs, drainage facilities and parking lot lighting, (3) landscaping, and (4) north-south fence required by the Town in connection with its Planned Unit Development zoning of the Real Estate; provided, however, that notwithstanding the foregoing, the obligation to maintain, repair and replace any driveways, roads, curbs or storm water drainage facilities located on the Real Estate shall be governed exclusively by the terms and provisions of any easement agreement between or among Declarant and the owner or owners of adjacent real estate which is now or may hereafter be recorded in the Lake County, Indiana Recorder's Office, and any such easement agreement shall supersede the foregoing to the extent of the terms and provisions of such easement agreement.

**ARTICLE FOUR**

**ENFORCEMENT**

To the extent permitted by the ordinances of the Town, the Restrictions may be enforced by the Town.

**ARTICLE FIVE**

**DECLARANT'S RIGHT TO AMEND OR TERMINATE DECLARATION**

Except as otherwise provided in Article One, this Declaration cannot and shall not be amended in any way or terminated without the prior written approval of the Town.

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

The failure for any period of time to compel compliance with these Restrictions shall in no event be deemed a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from these Restrictions.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration on the 23rd day of April, 2015.



**WHITECO INDUSTRIES, INC.**

By: 

Carol Ann Bowman, Secretary

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carol Ann Bowman as the Secretary of WHITECO INDUSTRIES, INC., who acknowledged the execution of the foregoing Declaration.

WITNESS my hand and notarial seal this 23rd day of April, 2015.

Marguerite E. Drake  
Notary Public

Printed Name: Marguerite E. Drake

Commission Expires: February 26, 2017

County of Residence: Porter



**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

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. Glenn R. Patterson

**STOP**



This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410