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DECLARATION OF RESTRICTIVE COVENANTS

RECITALS, INTENT AND PURPOSES

WHEREAS, Mitchell P. Zakula and Carol A. Zakula, Trustees of The Zakula Living Trust, is the lawful owner of the real estate commonly known as 12694 County Line Road, Crown Point, Indiana, (the "Property"), and fully described as:

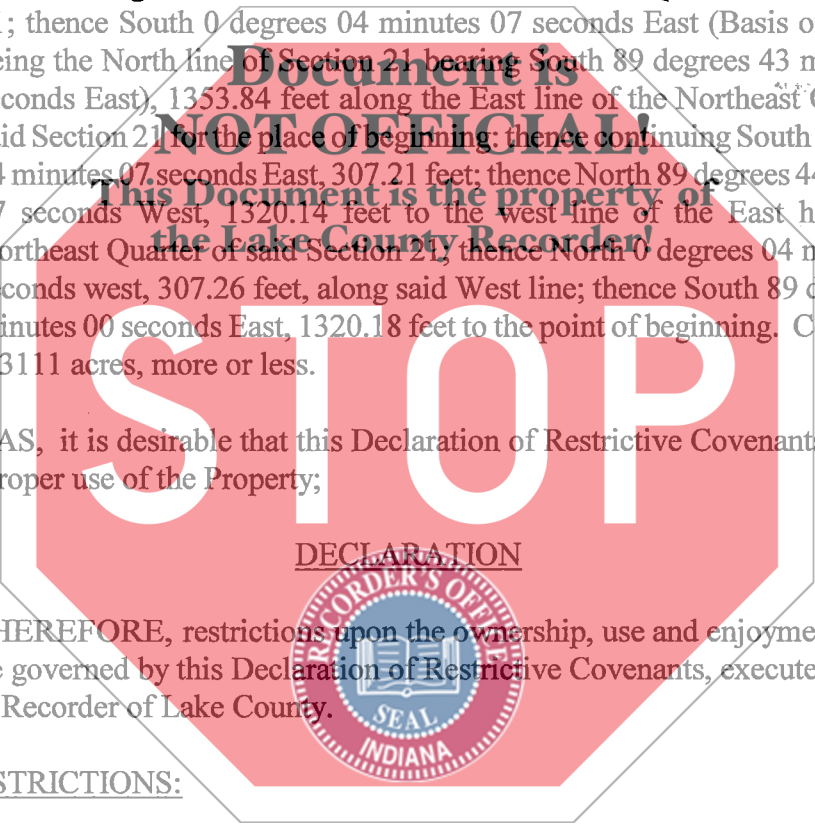
A parcel of land in the Southeast Quarter of the Northeast Quarter of Section 21, Township 34 North, Range 7 West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 21; thence South 0 degrees 04 minutes 07 seconds East (Basis of bearings being the North line of Section 21 bearing South 89 degrees 43 minutes 29 seconds East), 1353.84 feet along the East line of the Northeast Quarter of said Section 21 for the place of beginning; thence continuing South 0 degrees 04 minutes 07 seconds East, 307.21 feet; thence North 89 degrees 44 minutes 07 seconds West, 1320.14 feet to the west line of the East half of the Northeast Quarter of said Section 21; thence North 0 degrees 04 minutes 35 seconds west, 307.26 feet, along said West line; thence South 89 degrees 44 minutes 00 seconds East, 1320.18 feet to the point of beginning. Containing 9.3111 acres, more or less.

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LAKE COUNTY  
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WHEREAS, it is desirable that this Declaration of Restrictive Covenants ("Declaration") provide for the proper use of the Property;

DECLARATION

NOW THEREFORE, restrictions upon the ownership, use and enjoyment of the Property shall hereafter be governed by this Declaration of Restrictive Covenants, executed and recorded in the Office of the Recorder of Lake County.

I. USE RESTRICTIONS:

In order to provide for the protection of the above described real estate, use of the Property shall be restricted to and be in accordance with the following provisions:

- 1. Improvements upon the land. No more than one (1) single family residence may be constructed, erected and/or located onto the Property. The following constitutes examples of structures, dwellings and transportable units which are barred from storage, construction or erection on the Property. These examples do not constitute a comprehensive list, nor is this list meant to exclude any other types of structures, dwellings or units not specifically enumerated herein:

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- A. Mobile homes;
- B. Duplexes;
- C. Condominiums;
- D. Apartments;
- E. Recreational vehicles.

2. Subdivision. The Property may not be subdivided under any circumstance, nor for any reason.

3. Residential Use Only. The Property is restricted to residential use only and may not be utilized for the management or operation of any retail business, regardless of the manner in which the Property is zoned by any governmental department or agency with jurisdiction over the Property, or notwithstanding any changes which may occur to the zoning of the Property.

4. Livestock. The ownership, housing, boarding and care of animals and livestock is restricted to any and all local, State and Federal ordinances, laws and regulations governing same, or as herein stated, whichever is more prohibitive:

- A. No pigs, hogs or any mammal in the family of Suidae;
- B. Horses and ponies may not exceed a total of twelve (12);
- C. Cattle or other bovine may not exceed a total of twelve (12) head;
- D. Chickens or other domestic fowl may not exceed a total of twenty (20);
- E. Domestic pets, such as cats or dogs are allowed;
- E. Except as otherwise provided herein, the ownership, housing, boarding and care of all other animals and livestock is strictly prohibited.

5. Nuisances. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession and use of property by adjoining property owners.

II. CONVEYANCE.

The sale, leasing and mortgaging of the Property shall be subject to the provisions of this Declaration until same is terminated in accordance with the provisions herein elsewhere contained.

III. DEFAULT AND NON-COMPLIANCE

In the event of a violation of the restrictions contained herein, the violation must be corrected within ninety (90) days following the giving of notice. In the event the violation is not corrected, a penalty of one fifth (1/5) the appraised value of the Property shall be assessed and paid to The Zakula Living Trust.

IV. TERMINATION

The termination of this Declaration shall become effective on December 31, 2046.

V. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every structure or improvement and the appurtenances thereto; and every owner, renter, leasee and claimant of the Property or any part thereof or interest therein, and his/her heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

VI. INVALID OR UNENFORCEABLE PROVISIONS

If any term, covenant, provision, or other element of this Declaration is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of this Declaration.

DATED this 9 day of August, 2016.

*Mitchell P. Zakula*  
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MITCHELL P. ZAKULA, Trustee of the Zakula Living Trust

*Carol A. Zakula*  
\_\_\_\_\_  
CAROL A. ZAKULA, Trustee of the Zakula Living Trust

STATE OF ARIZONA )  
                                  ) SS.  
COUNTY OF MARICOPA )

Before me, the undersigned, a Notary Public in and for said County and State, this day of August, 2016, personally appeared MITCHELL P. ZAKULA and CAROL A. ZAKULA and acknowledge the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed by official seal.

*Jacob Hutchins*  
\_\_\_\_\_  
Notary Public

My Commission expires: Aug 5, 2017  
My County of Residence: Maricopa

