

**DECLARATION FOR COVENANTS AND RESTRICTIONS  
FOR THE LAKES OF GATEWAY CROSSING  
(70 FOOT WIDE LOTS)**

THIS DECLARATION is made this 22 day of AUGUST, 2002, by Gateway Crossing LLC, an Indiana limited liability company (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner of the lands contained in the area shown and described on "Exhibit A", which is attached hereto and made a part hereof, which lands will be subdivided and replatted into a residential subdivision to be known as The Lakes of Gateway Crossing (all of which are hereinafter referred to as the "Development") and will be more particularly described on the plat or plats thereof recorded in the Office of the Recorder of Hancock County, Indiana; and

WHEREAS, the Development is part of a mixed use project known as Gateway Crossing ("Project"), the area of which Project is shown on "Exhibit B" and described on "Exhibit C", both of which are attached hereto and made a part hereof; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof.

NOW, THEREFORE, the Developer declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

1. There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plats of the Development, Stephen Shea, Janice Shea, and Richard Mathews, or their duly authorized successors, shall constitute the initial Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove the building plans, specifications and plot plans, or designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the Committee shall be elected by a majority vote of the owners of the lots located in The Lakes at Gateway Crossing. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The Committee shall consist of not more than three (3) people.

The duties and the responsibilities of the Committee are as follows:

- A. The committee shall regulate the external appearances, use, location and maintenance of lands subject to these Restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.
- B. The Committee may establish forms and checklist for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans,

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landscape plans or other pertinent information as it affects the Committee's responsibilities.

- C. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons thereof.
  - D. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in this Declaration.
  - E. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
2. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in the Development until the building plans, specifications, plot plan, drainage plan, and landscape plan, showing the location of all the construction, structures, drives, walks, landscaping, natural preservation areas, and drainage have been approved as to the compatibility with existing structures and compliance with these Restrictions in accordance with the procedures for such approval contained in the rules, regulations and guidelines adopted by the Committee.
3. No wall, hedge or shrub planting which obstructs sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building set-back line except where required by law and/or approved by the Committee.
4. Street lighting and exterior lights on buildings shall conform with the Standards identified in Section IV of Ordinance No. 071001 An Ordinance Amending the McCordsville Overlay.
5. All lots in the Development shall be used solely for single family residential purposes and no lot within the Development shall be further subdivided so as to create an additional lot or lots within the Development.
6. No metal outbuildings shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.
7. No dwelling house constructed on any of the lots in the Development shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The house shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits.
8. Every building whose construction or placement on any lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvements which have partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.
9. All structures constructed or placed on any lot in the Development shall be constructed with substantially all new material and no used structure shall be relocated or placed on any lot.

10. All homes shall meet the Architectural Standards for Residential Districts identified in Section 7.1-308(2)(e) of the McCordsville Overlay.
11. Landscaping within the Development shall meet the minimum standards of the McCordsville Overlay. However, at least two (2) trees no less than two (2) inches in caliper shall be planted at the time the home has grass and any other landscaping initially planted on the lot. Said trees shall be planted in the front yard. Landscaping shall include at least eight (8) shrubs in the front.
12. Every house in the Development shall have at least a two (2) car attached garage, of the same architectural design and materials as the house. All garage doors shall be closed when not in use.
13. All Driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.
14. No temporary house, trailer, garage or other outbuilding shall be placed, erected or kept on any lot in the Development.
15. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-way to minimize removal of trees.
16. No owner of a lot shall burn or permit the burning outdoors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.
17. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within or adjacent to the Development or from other lots in the Development.
18. The size, location, height, and composition of any mailbox must be approved by the Committee and shall comply with County Ordinances. The Committee reserves the right to design and/or standardize the design for mailboxes.
19. There shall be no fences permitted within the front yards. Fences in the side and rear yards shall be permitted to a maximum of seventy-two (72) inches in height and shall be of black vinyl clad chain link or other materials approved by the Committee.
20. No above ground pools shall be permitted.
21. No home shall be rented or leased.
22. Street numbers for homes shall be uniformly displayed on all homes and in compliance with all state statutes and local ordinances.
23. Whenever two (2) or more contiguous lots shall be owned by the same person, and such owner shall desire to use two (2) or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.
24. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements situated thereon from becoming unsightly and, specifically, such owner shall:
  - A. mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

- B. remove all debris or rubbish;
  - C. prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
  - D. cut down and remove unsightly dead trees;
  - E. where applicable, prevent debris and foreign material from entering drainage areas;
  - F. keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
  - G. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.
25. With regard to single-story homes:
- A. the minimum square footage of such homes, exclusive of porches and garages, shall be 1,300 square feet; and
  - B. such homes shall conform with the Garage Orientation Standards identified in Section 7.1-303(2)(d)(3) of the McCordsville Overlay.
26. With regard to two-story homes:
- A. the minimum square footage of such homes, exclusive of porches and garages, shall be 1,500 square feet, and the minimum ground floor area, exclusive of porches and garages, shall be 750 square feet; and
  - B. such homes shall conform with the Garage Orientation Standards identified in Section 7.1-303(2)(d)(3) of the McCordsville Overlay.
27. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.
28. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction. Said erosion control plan shall be submitted to the Committee for review and approval at such time that plans are submitted to the Committee pursuant to Paragraph 1 hereof.
29. Trees five (5) feet outside of the building, driveway, parking area or other approved construction areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.
30. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mentioned water sources be allowed to discharge onto adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
31. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.

32. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the Owner's lot. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.

33. Common areas, blocks and common access easements, if any, shall initially be owned by the Developer. Lots shall be subject to drainage easements, sewer easements, and utility easements, either separately or in combination of the three, as shown on the plat or plats of the Development, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer.
- B. Sewer easements (S.E.) are created for the use of the local governmental agency or private sanitary sewer provider having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the Development for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect to a public sanitary sewer and pay all applicable connection charges.
- C. Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts, and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in the Development shall take title subject to the rights of public or private utilities, governmental agencies, and the rights of the other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

34. No construction vehicles, shacks or outhouses shall be erected or situated on any lot within the Development, except with the written approval of the Committee and any such structure or equipment shall be promptly removed upon completion of the home.

35. During the construction period, the lot shall be maintained in a clean and orderly manner and in compliance with all local ordinances. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the lot. Materials which can blow into adjacent lots shall be contained. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing of the trash into a dumpster provided by a trash disposal service.

36. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon an adjoining street in the Development and shall comply with all state statutes and local ordinances. If such deposits occur, then the lot owner shall make provisions to remove such deposits within one (1) day or the Committee may remove such deposits and charge the lot owner for such work.

37. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways and no disabled vehicle shall be openly stored on any lot. Further, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind (including, but not limited

thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept from view of neighboring residences and streets.

38. No advertising signs (except one per lot of not more than four (4) square feet, advertising the lot or home thereon for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by an Owner who then owns four (4) or more lots. This restriction shall not preclude the Developer from constructing informational signs at the entrance to the Development regarding the sale of lots and homes, such signs not to exceed sixty-four (64) square feet in size. This exception for the Developer shall expire upon the sale of all lots in the Development.

39. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.

40. No outside toilets shall be permitted on any lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

41. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets per lot.

42. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to owners of lots in the Development.

43. No high intensity lighting, outside television, radio, or other antennas or satellite dishes or any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. No satellite dishes shall be permitted in front yards.

44. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Developer (even if Developer no longer owns any lots in the Development) or any other person owning any real property situated in the Development shall have the right, but not the obligation, in addition to all other remedies available at law or in equity, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties in any such litigation shall have the right to recover reasonable attorney's fees and court costs. In no event shall the Association, the Developer or any of the persons or individuals comprising the same ever be liable for damages of any kind for enforcing, carrying out or failing to abide by, enforce or carry out any of the Restrictions. Any amounts due to the Association or Developer under this Section shall become a lien against the lot of the owner found in violation of this Declaration which lien may be enforced in the manner set forth in Section 45 hereof.

45. THE LAKES AT GATEWAY CROSSING PROPERTY OWNER'S ASSOCIATION, INC.

A. In general:

(i) There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as The Lakes at Gateway Crossing Property Owners' Association, Inc., hereafter referred to as the "Association". Every owner of a residential lot in the Development shall automatically be a member of the Association upon the purchase of a lot in the Development.

(ii) The Association shall have two (2) classes of membership, as follows:

(a) Class A Members: Class A members shall be all owners other than the

Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (b), in which event, Developer shall then have a Class A membership). Each Class A Member shall be entitled to one (1) vote for each lot owned by Owner;

- (b) Class B Members: The Class B member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each unsold Lot within the Development. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined).
- (c) Applicable Date: As used herein, the term "Applicable Date" shall mean the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership, December 31, 20\_\_\_\_, or such date as determined by Developer, whichever comes first. On or before the Applicable Date, Developer shall transfer to the Association all common areas, recreational facilities other than the Recreation Area (hereinafter defined), blocks, and common access easements, if any.

B. Purpose of the Association:

- (i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as common areas, recreational facilities, landscape easements or drainage easements on the plat or plats of the Development as may be conveyed to or controlled by the Association or established by it, may be operated, maintained, repaired and replaced by the Association. Specifically, the Association shall maintain any common area, recreation facility or structure, street entrance features, street lights, irrigation system or landscaping located within landscape easements or a landscape island located within the right-of-way. The Association may provide snow removal from public streets within the Development should it be deemed necessary or appropriate. Additionally, after the transfer of the common areas, recreational facilities, blocks and common access easements, if any, to the Association, the Association shall be responsible for the real estate taxes assessed thereon.
- (ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment of such common areas, recreation facilities, landscape easements and such other facilities and structures, within the Development as may be owned or controlled by the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

- (i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least One Hundred Fifty Dollars (\$150.00) per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than One Hundred Fifty Dollars (\$150.00). No charge shall ever be levied by the Association against the Developer. At Developer's discretion, the annual charge may also include and be increased by the amounts assessed to owners of real property in the Development for maintenance costs ("Boulevard Maintenance") incurred pursuant to the Declaration of Covenants and Restrictions for Gateway Crossing dated \_\_\_\_\_ and recorded at \_\_\_\_\_ in the Office of the Recorder of Hancock County, Indiana ("Boulevard Declaration"). Any amounts so collected for Boulevard Maintenance by the Association shall be remitted to the Operator (as such term is defined in the Boulevard

Declaration) on or before the first day of March in the year for which the charge is made. Furthermore, the annual charge shall include and be increased by the amount assessed to each lot owner in the Development by the Recreation Area Association (hereinafter defined) for Recreation Association Dues (hereinafter defined). Any amounts so collected for Recreation Area Dues by the Association shall be remitted to the Recreation Area Association (hereinafter defined) on or before the first day of April in the year for which the charge is made.

- (ii) Every such charge shall be paid by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member.
- (iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of ten percent (10%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lot subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expenses of costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Covenants and Restrictions. Any such lien so imposed shall be subordinate to any first mortgage of record encumbering a lot within the Development whether recorded prior or subsequent to the date of this Declaration. The provisions of this Section 45 shall not impose any obligation or liability on any such mortgagee until and unless its interest in a lot within the Development has ripened into fee simple ownership, and then only as to expenses incurred from and after the date that such fee simple ownership was acquired.
- (iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of Assessments.

- (i) The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned, operated, controlled or maintained by the Association.

E. Suspension of Privileges of Membership.

- (i) Notwithstanding any other provision contained herein, the Board of Directors of the



Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member:

- (a) for any period during which any of the Association's charges or any fines assessed under these Covenants and Restrictions owed by the member remains unpaid;
- (b) during the period of any continuing violation of these Covenants and Restrictions by the member commencing with notification of the existence of the violation by the Board of Directors of the Association;
- (c) during the period of any violation by the member of the Articles of Incorporation, By-Laws or regulations of the Association.

46. These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of seventy-five percent (75%) of the then owners of the lots it is agreed to amend said Covenants in whole or in part, provided, however, that no change or termination of said Covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

47. Invalidation of any of the foregoing Covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions,

48. Developer shall have the full right and authority to unilaterally amend this Declaration for the purpose of including additional real estate as part of the Project including but not limited to additional common areas.

49. Developer may, but is not obligated to, develop a Recreation Area in the Project, the location of which is designated on "Exhibit A" hereto. Such Recreation Area, if constructed, shall consist of a swimming pool together with such other recreational amenities and facilities as Developer or the Recreation Area Association (hereinafter defined) shall deem necessary or desirable. Upon construction of such Recreation Area, Developer shall form a not-for-profit corporation to be known as the Gateway Crossing Recreation Area Association ("Recreation Area Association") and thereafter transfer to the Recreation Area Association fee simple title to the Recreation Area. Upon such transfer, Developer shall have no obligations or liabilities thereafter accruing with respect to the Recreation Area.

If such Recreation Area is constructed, then, subject to such rules and regulations governing the use of the Recreation Area as the Recreation Area Association shall adopt, each owner of a lot within the Development shall automatically become a member of the Recreation Area Association. Developer may grant membership to the Recreation Area Association to additional residential lot owners in the Project, subject to the obligation of such additional lot owners to pay its share of Recreation Area Dues (hereinafter defined). In addition, Developer, or once the Recreation Area Association is formed, the Recreation Area Association, shall have the right to grant membership to persons not owning residential lots within the Project ("Users"), subject to the right of the Recreation Area Association to charge such Users (including guests) admission and other fees for the use of the Recreation Area and the right of the Recreation Area Association to adopt rules and regulations governing the use of the Recreation Area.

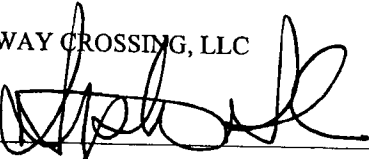
Upon becoming a member in the Recreation Area Association, each lot owner in the Development shall pay an assessment levied for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Recreation Area and for services and facilities related thereto ("Recreation Area Dues"). The Recreation Area Dues charged to each lot owner in the Development shall equal the amount determined by multiplying the actual operational expenses of the Recreation Area, less any income derived from Users or otherwise for the Recreation Area, by a fraction, the numerator of which is one and the denominator of which is the number of residential lots within the Project whose owners automatically become members upon ownership of a residential lot

within the Project. The Recreation Area Dues are due and payable to the Recreation Area Association on or before the first day of April in the year in which the Recreation Area Dues are assessed.

Dated this 22<sup>nd</sup> day of AUGUST, 2002.

GATEWAY CROSSING, LLC

BY: \_\_\_\_\_



Stephen Shea, Chief Operating Officer

STATE OF INDIANA )  
                                  )  
COUNTY OF HANCOCK )

SS:

Before me, a Notary Public in and for said County and State, personally appeared Stephen Shea, Chief Operating Officer of Gateway Crossing, LLC, who acknowledged execution of the foregoing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 22<sup>nd</sup> day of AUGUST, 2002.



My Commission Expires: 11/14/09  
County of Residence: HANCOCK

This instrument was prepared by Ronald R. Pritzke, Attorney at Law.

re/paramount/declaration.lakes.clean..blb.081301



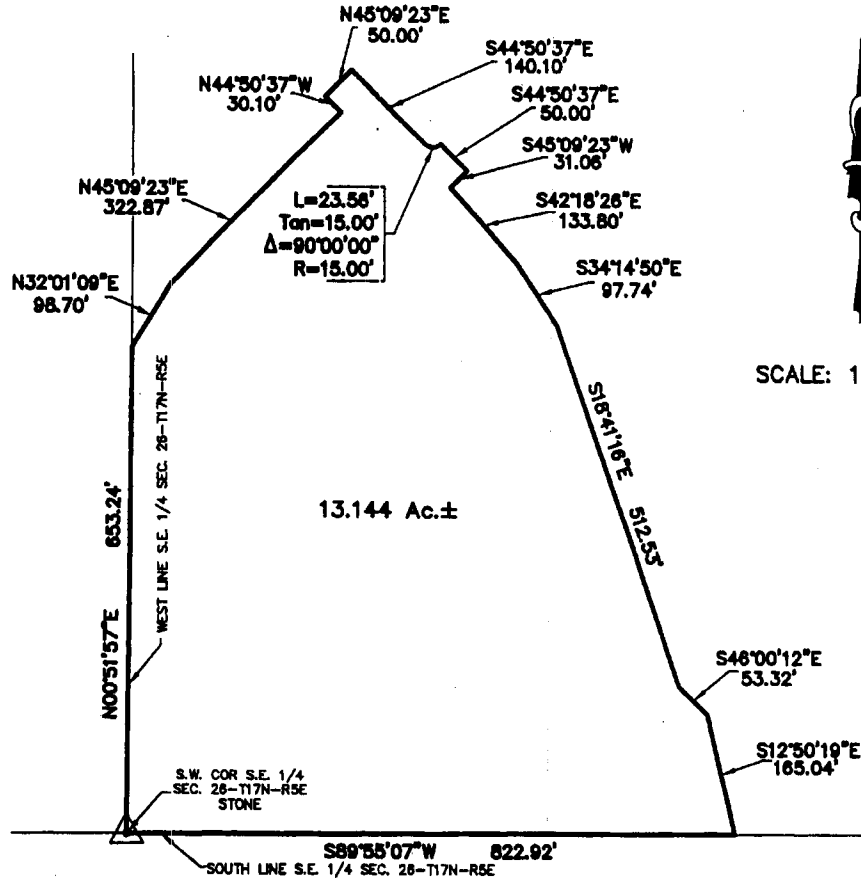
**CONSULTING ENGINEERS  
LAND SURVEYORS**

9940 Allisonville Rd. • Fishers, IN 46038  
(317) 849-5935 • 1-800-728-8917 • FAX: (317) 849-5942  
DIR: 36952 SUB-FILE: LAKES\_EXHIBIT

"EXHIBIT A"

JOB ID \_\_\_\_\_

CONTROL # 36952



**THE LAKES**

A part of the Southeast Quarter of Section 27, Township 17 North, Range 5 East, in Vernon Township, Hancock County, Indiana, more particularly described as follows:

Beginning at a stone marking the Southwest corner of said Southeast Quarter; thence North 00 degrees 51 minutes 57 seconds East along the West line thereof 653.24 feet; thence North 32 degrees 01 minutes 09 seconds East 98.70 feet; thence North 45 degrees 09 minutes 23 seconds East 322.87 feet; thence North 44 degrees 50 minutes 37 seconds West 30.10 feet; thence North 45 degrees 09 minutes 23 seconds East 50.00 feet; thence South 44 degrees 50 minutes 37 seconds East 140.10 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 45 degrees 09 minutes 23 seconds East 15.00 feet from said point; thence easterly along said curve 23.56 feet to the point of tangency of said curve, said point being South 44 degrees 50 minutes 37 seconds East 15.00 feet from the radius point of said curve; thence South 44 degrees 50 minutes 37 seconds East 50.00 feet; thence South 45 degrees 09 minutes 23 seconds West 31.08 feet; thence South 42 degrees 18 minutes 26 seconds East 133.80 feet; thence South 34 degrees 14 minutes 50 seconds East 97.74 feet; thence South 18 degrees 41 minutes 16 seconds East 512.53 feet; thence South 46 degrees 00 minutes 12 seconds East 53.32 feet; thence South 12 degrees 50 minutes 19 seconds East 165.04 feet to a point on the South line of said Quarter Section; thence South 89 degrees 55 minutes 07 seconds West along said South line 822.92 feet to the place of beginning, containing 13.144 acres, more or less.

S/legal/Lakes  
7/13/01  
(R) KMK (F) GCK



020021419

EXHIBIT

C

### Legal Description

Part of the South Half of Section 26, Township 17 North, Range 5 East in Vernon Township, Hancock County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 26; thence North 89 degrees 59 minutes 42 seconds West along the North line thereof 1339.52 feet to the Northeast corner of the West Half of the Southeast Quarter of said Section 26, said corner also being the POINT OF BEGINNING of this description; thence South 00 degrees 52 minutes 49 seconds West along the East line of said Half Quarter Section 2627.21 feet to the Southeast corner thereof; thence South 89 degrees 55 minutes 07 seconds West along the South line of said Half Quarter Section 1338.81 feet to the Southwest corner thereof; thence North 00 degrees 51 minutes 57 seconds East along the West line of said Half Quarter Section 653.24 feet; thence North 89 degrees 54 minutes 56 seconds West parallel with the South line of the East Half of the Southwest Quarter of said Section 1333.45 feet to a point on the West line thereof; thence North 00 degrees 55 minutes 29 seconds East along said West line 1217.18 feet to a point on the centerline of State Road 67, said point also being on a curve concave southeasterly, the radius point of said curve being South 33 degrees 07 minutes 47 seconds East 11,573.75 feet from said point; thence northeasterly along said curve 740.65 feet to the point of tangency of said curve, the radius point of said curve being South 29 degrees 27 minutes 47 seconds East 11,573.75 feet from said point; thence North 60 degrees 32 minutes 13 seconds East 756.39 feet to a point on the North line of the West Half of the Southwest Quarter of said Section 26; thence North 89 degrees 56 minutes 53 seconds East 52.32 feet to the Northeast corner thereof; thence South 89 degrees 59 minutes 42 seconds East along the North line of the West Half of the Southeast Quarter of said Section 318.81 feet; thence South 00 degrees 52 minutes 49 seconds West parallel with the East line thereof 910.87 feet; thence South 89 degrees 59 minutes 42 seconds East parallel with the North line of said Half Quarter Section 391.63 feet; thence North 00 degrees 52 minutes 49 seconds East parallel with the East line of said Half Quarter Section 910.87 feet to a point on the North line thereof; thence South 89 degrees 59 minutes 42 seconds East along said West line 629.00 feet to the place of beginning containing 122.165 acres more or less.

④ 5

**COVENANT OF GATEWAY CROSSING AND  
VALLEY OF GATEWAY CROSSING**

THIS DECLARATION is made this 6<sup>th</sup> day of September 2002 by Gateway Crossing, LLC an Indiana Limited Liability Company and JFP, LLC, an Indiana Limited Liability Company (hereinafter jointly referred to as the "Developer").

WHEREAS, the Developer is the owner or will hereinafter become the owner of lands contained and described in "Exhibit A", which is attached hereto and incorporated herein, which lands will be subdivided and platted into a residential subdivision as well as a commercial section all as described in the plats recorded in the Office of the Recorder of Hancock County

WHEREAS, Developer is about to sell and convey an out lot for a commercial entity to-wit Out lot 1 in Gateway Crossing Section One recorded August 27, 2002 as found on Slide 99 Cabinet C Instrument Number 02-13631, in the Office of the Recorder of Hancock County, Indiana. Further described in Exhibit "B" attached hereto and incorporated herein.

THAT in consideration of AMERIANA BANK and TRUST purchasing and taking title to the above described out lot Developer covenants and agrees to not sell or lease any Real Estate as described in Exhibit A, to any financial institution other than Ameriana Bank and Trust. The foregoing shall not prevent Developer from selling or leasing real estate to a business entity which is not a financial institution for the purpose of conducting a commercial enterprise which is not in competition with Ameriana and which houses an ATM machine within the interior of its business facility. It is the intent of this provision that Developer should be prohibited from selling or leasing ground to an entity which competes with Ameriana but should not be prevented from selling or leasing to a grocery, convenience store or the like which has an ATM machine within the confines of its business premises and it is further the intent to prohibit a stand-alone ATM machine being located on any parcel in Gateway.

Developer will make no amendments to the Amended Declaration of Covenants and Restrictions for Gateway Crossing dated September 6, 2002. Nor shall Developer grant any easements pursuant to said Amended Declaration of Covenants and Restrictions for Gateway Crossing, either of which might have an effect on out lot 1 of Gateway Crossing, without the prior written consent of said owner of out lot 1.

This covenant and condition shall run with the land and shall be binding on Developer and successors in interest and assignees.

02143788

02 SEP 10 AM 8:09

HANCOCK COUNTY RECORDER

*Geoffrey...*

*Stewart*



Exhibit A.

Legal Description  
0214378

*Carolyn Brown*  
HANCOCK COUNTY RECORDER

02 SEP 10 AM 8:09

Part of the South Half of Section 26, Township 17 North, Range 5 East in Vernon Township, Hancock County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 26; thence North 89 degrees 59 minutes 42 seconds West along the North line thereof 1339.52 feet to the Northeast corner of the West Half of the Southeast Quarter of said Section 26, said corner also being the POINT OF BEGINNING of this description; thence South 00 degrees 52 minutes 49 seconds West along the East line of said Half Quarter Section 2627.21 feet to the Southeast corner thereof; thence South 89 degrees 55 minutes 07 seconds West along the South line of said Half Quarter Section 1338.81 feet to the Southwest corner thereof; thence North 00 degrees 51 minutes 57 seconds East along the West line of said Half Quarter Section 653.24 feet; thence North 89 degrees 54 minutes 56 seconds West parallel with the South line of the East Half of the Southwest Quarter of said Section 1333.45 feet to a point on the West line thereof; thence North 00 degrees 55 minutes 29 seconds East along said West line 1217.18 feet to a point on the centerline of State Road 67, said point also being on a curve concave southeasterly, the radius point of said curve being South 33 degrees 07 minutes 47 seconds East 11,573.75 feet from said point; thence northeasterly along said curve 740.65 feet to the point of tangency of said curve, the radius point of said curve being South 29 degrees 27 minutes 47 seconds East 11,573.75 feet from said point; thence North 60 degrees 32 minutes 13 seconds East 756.39 feet to a point on the North line of the West Half of the Southwest Quarter of said Section 26; thence North 89 degrees 56 minutes 53 seconds East 52.32 feet to the Northeast corner thereof; thence South 89 degrees 59 minutes 42 seconds East along the North line of the West Half of the Southeast Quarter of said Section 318.81 feet; thence South 00 degrees 52 minutes 49 seconds West parallel with the East line thereof 910.87 feet; thence South 89 degrees 59 minutes 42 seconds East parallel with the North line of said Half Quarter Section 391.63 feet; thence North 00 degrees 52 minutes 49 seconds East parallel with the East line of said Half Quarter Section 910.87 feet to a point on the North line thereof; thence South 89 degrees 59 minutes 42 seconds East along said West line 629.00 feet to the place of beginning containing 122.165 acres more or less.



Exhibit B

OUTLOT #1

A part of the East Half of the Southwest Quarter of Section 26, Township 17 North, Range 5 East, Hancock County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the East Half said Quarter Section; thence South 00 degrees 55 minutes 29 seconds West (Assumed Bearing) along the West line of said Half Quarter Section 857.11 feet; thence North 57 degrees 06 minutes 36 seconds East 223.93 feet; thence South 32 degrees 53 minutes 24 seconds East 6.56 feet; thence North 57 degrees 16 minutes 10 seconds East 89.38 feet to the POINT OF BEGINNING; said point also being the point on a curve concave southeasterly, the radius point of said curve being South 32 degrees 34 minutes 58 seconds East 17,326.88 feet from said point; thence northeasterly along said curve 240.61 feet to the point of tangency of said curve, said point being North 31 degrees 47 minutes 14 seconds West 17,326.88 feet from the radius point of said curve; thence South 79 degrees 38 minutes 31 seconds East 116.73 feet; thence North 60 degrees 14 minutes 14 seconds East 23.67 feet; thence South 29 degrees 45 minutes 46 seconds East 16.59 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 60 degrees 14 minutes 14 seconds West 310.00 feet from said point; thence southerly along said curve 94.59 feet to the point of tangency of said curve, said point being North 77 degrees 43 minutes 12 seconds East 310.00 feet from the radius point of said curve; thence South 12 degrees 16 minutes 48 seconds East 49.98 feet; thence South 59 degrees 02 minutes 22 seconds West 324.06 feet; thence North 29 degrees 45 minutes 46 seconds West 229.22 feet to the place of beginning. Containing 1.733 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

02 SEP 10 AM 8:09

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HANCOCK COUNTY RECORDER

*Carly J. Thomas*

17 40

**AMENDED DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
GATEWAY CROSSING**

02-13634

WHEREAS, Gateway Crossing LLC owns certain Real Estate, as hereinafter described, in Hancock County, Indiana which is to be developed as a mixed use project known as Gateway Crossing, including but not limited to single-family residential, multi-family and commercial uses; and

WHEREAS, each of these respective developments will share certain common facilities; and

WHEREAS, to insure the stability and enhancement of values of the Real Estate and the improvements located thereon it is necessary to establish and apportion rights and responsibilities with respect to the Common Facilities, as hereinafter defined, in Gateway Crossing.

NOW, THEREFORE, in consideration of the foregoing, GATEWAY CROSSING LLC, an Indiana limited liability company, hereby establishes the following covenants and restrictions which shall be binding upon and run with the Real Estate, and inure to the benefit of and be binding upon the owners and occupants thereof for the purpose of establishing and apportioning rights and responsibilities in regard to certain facilities and services available in Gateway Crossing.

**ARTICLE I**  
**Definitions**

For ease of reference, the following definitions shall apply throughout Declaration:

02 SEP 13 AM 8:07  
HANCOCK COUNTY RECORDER  
*Erin [Signature]*

*Stewart*

- a. "Association" shall mean the not-for-profit corporation or association formed by the Developer pursuant to Article II.
- b. "Common Facilities" shall mean the Roads and the Landscape Strips and such other facilities used in common with others within Gateway Crossing as Developer may from time to time designate.
- c. "Declaration" shall mean this Amended Declaration of Covenants and Restrictions For Gateway Crossing and any amendments thereto.
- d. "Developer" shall mean Gateway Crossing LLC, or any successor who becomes the legal or equitable owner of substantially all of the Real Estate not previously conveyed to Owners.
- e. "Gateway Crossing" shall mean the Real Estate, as hereinafter defined, and the improvements constructed thereon from time to time.
- f. "Landscape Strip" shall mean those portions of the Real Estate shown on Exhibit A hereto and described on Exhibit B hereto, consisting of grassy or landscaped areas abutting the Roads.
- g. "Maintenance Costs" shall mean all expenses incurred with respect to the maintenance, repair and replacement of the Common Facilities necessary to keep the same in good condition including but not limited to mowing, planting and pruning of trees, shrubbery, bushes and grasses, snow removal, paving, repaving or patching of the Roads, trash removal, insuring, lighting, signage, irrigation systems, landscaping and taxes, together with an administrative fee equal to ten percent (10%) of the foregoing.
- h. "Owner" or "Owners" shall mean a person, partnership, corporation, limited liability company or other entity who acquires legal title to a Site. Developer shall be considered an Owner so long as Developer owns any Site or any portion of the Real Estate.
- i. "Proportionate Share" for each Owner shall mean the ratio obtained by dividing the acreage of that Owner's Site by the total acreage of the Real Estate.
- j. "Real Estate" shall mean the real estate shown on Exhibit A hereto and described on Exhibit B hereto, together with

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HANCOCK COUNTY RECORDER

*Gregory*

such additional Real Estate as Developer may hereinafter incorporate into Gateway Crossing as provided in Section 5.01 hereof.

k. "Roads" shall mean the streets and roadways shown on Exhibit A hereto and described on Exhibit C hereto. The Developer contemplates that all Roads shall be dedicated for public ownership; provided however, the Developer may maintain or contract for the maintenance of such Roads if public maintenance is unavailable or deemed unsatisfactory by Developer or the Association.

l. "Site" shall mean a portion of the Real Estate acquired by an Owner or used by Developer for erection and use of a single building or for use of more than one building.

**ARTICLE II**  
**Association of Owners**

2.01. Association of Owners. In order to provide for the continuing maintenance, operation and administration of the Common Facilities, Developer shall cause a not-for-profit corporation or Association to be formed. All Owners shall become member of the Association ("Member(s)") and shall continue to be Members for so long as they are an Owner. At such time as an Owner conveys title to a Site, its membership in the Association shall terminate and the new Owner of the Site shall automatically become a Member. The Association shall be formed on or before the date that Developer conveys any portion of the Common Facilities to the Association as provided in this Declaration. Prior to formation of the Association and conveyance of the Common Facilities to the Association, Developer shall maintain the Common Facilities and pay all Maintenance Costs, subject to reimbursement as provided in this Declaration. Thereafter, the Association shall maintain the Common Facilities and pay all Maintenance Costs, subject to reimbursement as provided in this Declaration. For purposes of these Declarations, the term "Operator" shall refer to the party

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HANCOCK COUNTY RECORDS

*Gregory*

responsible for maintaining the Common Facilities. Each Owner agrees to reimburse the Operator for its Proportionate Share of the Maintenance Costs upon billing from the Operator, which billing may occur no more frequently than monthly and not less frequently than annually. An Owner's obligation to pay its Proportionate Share of Maintenance Costs shall begin on the date an Owner acquires title to a Site. The Developer's obligation to pay its Proportionate Share of Maintenance Costs for unconveyed Sites shall begin on the date of this Declaration. Each Owner shall tender payment for its Proportionate Share of Maintenance Costs within thirty (30) days after receipt of a bill therefor, failing which interest on such amount shall accrue from the due date at a rate equal to two percent (2%) above the prime rate of interest announced from time to time by the Wall Street Journal or, if such publication shall cease to exist, by another nationally recognized publication selected by the Operator.

2.02. Votes of Association Members. Each Member of the Association, except the Developer, shall be entitled to one vote for each one acre of Real Estate owned by such Member in Gateway Crossing. The Developer shall be entitled to three votes for each one acre of Real Estate owned by the Developer. Fractional acreage shall entitle a Member to fractional votes. Upon recording of the final plat for the Real Estate, Developer shall determine the acreage of each Site and the resulting number of votes to which any Owner of each Site is entitled based upon the total number of acres in Gateway Crossing. Such determination, absent manifest error, shall be binding and conclusive.

**ARTICLE III**

**Administration of Covenants**

02 SEP 10 AM 8:07  
GATEWAY CROSSING  
COMMUNITY RECORDER

3.01. Enforcement. All of the covenants and restrictions contained herein shall be administered and enforced by Developer until it assigns such responsibility in writing to the Association. Nothing in this Section is intended to prevent the appropriate zoning authority from enforcing any provision of these covenants which embodies a requirement of applicable law, administrative or statutory, relating to zoning or an exception thereto.

**ARTICLE IV**

4.01. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection vehicles, post office vehicles and privately owned delivery vehicles shall have the right to enter upon Gateway Crossing in performance of their duties. Developer reserves the right to grant such easements on, over and along the Roads, as well as any other portions of the Real Estate, as are necessary for public utilities, including but not limited to storm drainage and sanitary sewers, water, gas, telephone and electricity.

4.02. Parking Prohibition. There shall be no parking of any vehicles, trailers, recreational vehicles or similar equipment on or along any Roads within Gateway Crossing and Developer shall have the right to post "no parking" signs as necessary to enforce the no-parking restrictions.

**ARTICLE V**

**Amendments and Revision**

02 SEP 19 07  
HANCOCK COUNTY RECORDS  
Carpenter

5.01. Amendments Before Assignment to Association. Until the assignment of the responsibility for administration of these covenants and restrictions to the Association as provided in Article II, Developer reserves the right to unilaterally amend and revise the covenants and restrictions contained in this Declaration, which amendments shall be in writing, executed by Developer, and recorded with the Recorder of Hancock County, Indiana. Subject to the limitations set forth above, Developer shall have the full right and authority to amend this Declaration to include additional real estate as part of Gateway Crossing, subject to the covenants and restrictions herein contained. Notwithstanding the foregoing, no amendment may be made with regard to developmental standards or to decrease amenities within Gateway Crossing without the approval of the Town of McCordsville.

5.02. Amendments After Assignment to Association. At any time after the assignment of the responsibility for administration of these covenants and restrictions to the Association as provided in Article II, the provisions herein contained may be amended if approved by 75% of the Members of the Association. Notwithstanding the foregoing, no amendment may be made with regard to developmental standards or to decrease amenities within Gateway Crossing without the approval of the Town of McCordsville.

## ARTICLE VI

### Miscellaneous

6.01. Benefit. Except as provided in Section 2.01 with respect to conveyances from Developer to the Association, the rights, privileges and responsibilities of Developer and Owners may be transferred or assigned only by conveyance of said Owner's Site. The restrictions and covenants contained

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HANCOCK COUNTY RECORDER  
Geography

herein shall be binding upon and inure to the benefit of the Owners of Sites, their successors and assigns.

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*C. J. Wilson*  
HANCOCK COUNTY RECORDER  
02 SEP 10 AM 8:08

6.02. Validity. In the event any restriction or covenant is invalid, the invalidity of such restriction or covenant shall not affect the validity of the remaining restrictions or standards, which shall remain in full force and effect.

6.03. Enforcement. Upon the failure of any Owner to pay its Proportionate Share of Maintenance Costs within thirty (30) days after receipt of a billing therefor, the amount thereof shall become a lien upon the Owner's interest in its Site, which lien may be foreclosed in the same manner as a mortgage, together with interest at a rate equal to two percent (2%) above the prime rate of interest announced from time to time by the Wall Street Journal or, if such publication shall cease to exist, by another nationally recognized publication selected by the Operator, plus reasonable attorney fees. Such lien shall arise only after the Operator records an affidavit with the Recorder of Hancock County, Indiana, setting forth the name of the Owner failing to pay its Proportionate Share of Maintenance Costs, the amount due, the date such payment was due and a legal description of the Site to which the lien will attach. Such lien shall run in favor of the Operator. Any such lien so imposed shall be subordinate to any first mortgage of record whether recorded prior or subsequent to the date of this Declaration. The provisions of this Section 6.03 shall not impose any obligation or liability on any mortgagee until and unless its interest in a Site has ripened into fee simple ownership, and then only as to expenses incurred from and after the date that such fee simple ownership was acquired.



6.04. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Indiana.

EXECUTED this 4 day of SEPTEMBER, 2002.

GATEWAY CROSSING LLC

an Indiana limited liability company

By:



Stephen Shea

Its:

Chief Operating Officer

0214377

02 SEP 10 AM 8:08

HANCOCK COUNTY RECORDER

*Stephen Shea*

JFP, LLC

an Indiana limited liability company

By: *Richard E. Jones, M.M.*  
Richard E. Jones, Managing Member

02114377

02 SEP 10 AM 8:09

HANCOCK COUNTY RECORDER

*Barbara*

**SCANNED**  
HANCOCK COUNTY RECORDER

STATE OF INDIANA

COUNTY OF Hancock

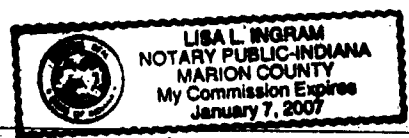
)  
0214377<sup>SS</sup>

*Carlye Thomas*  
HANCOCK COUNTY RECORDER  
02 SEP 10 AM 8:08

Before me, a Notary Public in and for said County and State, personally appeared Stephen Shea, by me known and by me known to be the Chief Operating Officer of Gateway Crossing LLC, who acknowledged the execution of the foregoing Amended Declaration of Covenants and Restrictions For Gateway Crossing on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6 day of September, 2002.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



(Printed signature)

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF Hancock

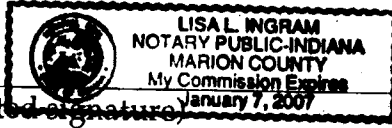
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0214377

*Cathy Wilson*  
HANCOCK COUNTY RECORDER  
02 SEP 10 AM 8:08

Before me, a Notary Public in and for said County and State, personally appeared Richard E. Jones, by me known and by me known to be the Managing Member of JFP, LLC, who acknowledged the execution of the foregoing Amended Declaration of Covenants and Restrictions For Gateway Crossing on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6 day of September, 2002.

*[Signature]*  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
(Printed signature)

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

This instrument prepared by Mark Dall, Esq. 8412 Twin Pointe Circle,  
Indianapolis, Indiana 46236.



0214377

*Calvin Wilcox*  
HANCOCK COUNTY RECORDER  
02 SEP 10 AM 8:00

PUD-M ZONING DESCRIPTION

Part of the South Half of Section 26, Township 17 North, Range 5 East in Vernon Township, Hancock County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 26; thence North 89 degrees 59 minutes 42 seconds West along the North line thereof 1339.52 feet to the Northeast corner of the West Half of the Southeast Quarter of said Section 26, said corner also being the POINT OF BEGINNING of this description; thence South 00 degrees 52 minutes 49 seconds West along the East line of said Half Quarter Section 2627.21 feet to the Southeast corner thereof; thence South 89 degrees 55 minutes 07 seconds West along the South line of said Half Quarter Section 1338.81 feet to the Southwest corner thereof; thence North 00 degrees 51 minutes 57 seconds East along the West line of said Half Quarter Section 653.24 feet; thence North 89 degrees 54 minutes 56 seconds West parallel with the South line of the East Half of the Southwest Quarter of said Section 1333.45 feet to a point on the West line thereof; thence North 00 degrees 55 minutes 29 seconds East along said West line 1217.18 feet to a point on the centerline of State Road 67, said point also being on a curve concave southeasterly, the radius point of said curve being South 33 degrees 07 minutes 47 seconds East 11,573.75 feet from said point; thence northeasterly along said curve 740.65 feet to the point of tangency of said curve, the radius point of said curve being South 29 degrees 27 minutes 47 seconds East 11,573.75 feet from said point; thence North 60 degrees 32 minutes 13 seconds East 756.39 feet to a point on the North line of the West Half of the Southwest Quarter of said Section 26; thence North 89 degrees 56 minutes 53 East 52.32 feet to the Northeast corner thereof; thence South 89 degrees 59 minutes 42 seconds East along the North line of the West Half of the Southeast Quarter of said Section; thence South 00 degrees 52 minutes 49 seconds West parallel with the East line thereof 910.87 feet; thence South 89 degrees 59 minutes 42 seconds East parallel with the North line of said Half Quarter Section 391.63 feet; thence North 00 degrees 52 minutes 49 seconds parallel with the East line of said Half Quarter Section 910.87 feet to a point on the North line thereof; thence South 89 degrees 59 minutes 42 seconds East along said West line 629.00 feet to the place of beginning containing 122.165 acres more or less.

May 4, 2000

Exhibit "B"



**CONSULTING ENGINEERS  
LAND SURVEYORS**

9940 Allisonville Rd. - Fishers, IN 46038  
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5942  
DIR: 36952 SUB-FILE: BOULEVARD\_RoFW\_EXHIBIT

JOB ID \_\_\_\_\_

CONTROL # 36952

HANCOCK COUNTY RECORDER

0214377

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**BOULEVARD RIGHT-OF-WAY**

A part of the Southeast Quarter and part of the Southwest Quarter of Section 26, Township 17 North, Range 5 East, in Vernon Township, Hancock County, Indiana, more particularly described as follows:

Commencing at a stone marking the Southeast corner of said Southwest Quarter; thence North 89 degrees 54 minutes 56 seconds West along the South line thereof 1334.12 feet to the Southwest corner of the East Half of said Southwest Quarter; thence North 00 degrees 55 minutes 29 seconds East along the West line thereof 1810.02 feet to a point on the Southern Right-of-Way line of State Road 67 (Pendleton Pike), said point also being the POINT OF BEGINNING of this description; thence continuing North 00 degrees 55 minutes 29 seconds East along said West line 60.41 feet to a point on the centerline of State Road 67 (Pendleton Pike), said point also being on a curve concave southeasterly, the radius point of said curve being South 33 degrees 07 minutes 47 seconds East 11,573.75 feet from said point; thence northeasterly along said curve and said centerline 740.65 feet to the point of tangency of said curve, said point being North 29 degrees 27 minutes 47 seconds West 11,573.75 feet from the radius point of said curve; thence North 60 degrees 32 minutes 13 seconds East along said centerline 756.39 feet to a point on the centerline of County Road 750 North; thence North 89 degrees 56 minutes 53 seconds East along said centerline 53.32 feet to the Northwest corner of the Southeast Quarter; thence South 89 degrees 59 minutes 42 seconds East continuing along said centerline 49.41 feet to a point on a northeasterly extension of the aforesaid Southern Right-of-Way line of State Road 67 (Pendleton Pike); thence South 60 degrees 32 minutes 13 seconds West along said Southern Right-of-Way line 57.24 feet to a point on the East line of said Southwest Quarter; thence continuing South 60 degrees 32 minutes 13 seconds West 787.74 feet to a point on a curve concave southeasterly, the radius point of said curve being South 29 degrees 27 minutes 47 seconds East 11,523.74 feet from said point; thence southwesterly along said curve and said Southern Right-of-Way 45.23 feet to the point of tangency of said curve, said point being North 29 degrees 41 minutes 17 seconds West 11,523.74 feet from the radius point of said curve; thence South 29 degrees 45 minutes 46 seconds East 128.72 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 60 degrees 14 minutes 14 seconds West 390.00 feet from said point; thence southerly along said curve 119.00 feet to the point of tangency of said curve, said point being North 77 degrees 43 minutes 12 seconds East 390.00 feet from the radius point of said curve; thence South 12 degrees 16 minutes 48 seconds East 214.85 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 77 degrees 43 minutes 12 seconds East 260.00 feet from said point; thence southeasterly along said curve 258.43 feet to the point of tangency of said curve, said point being South 20 degrees 46 minutes 13 seconds West 260.00 feet from the radius point of said curve; thence South 69 degrees 13 minutes 47 seconds East 176.19 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 20 degrees 46 minutes 13 seconds West 390.00 feet from said point; thence southeasterly along said curve 165.99 feet to the point of tangency of said curve, said point being North 45 degrees 09 minutes 23 seconds East 390.00 feet from the radius point of said curve; thence South 44 degrees 50 minutes 37 seconds East 126.42 feet to a point on the West line of said Southeast Quarter; thence continuing South 44 degrees 50 minutes 37 seconds East 169.71 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 45 degrees 09 minutes 23 seconds East 50.00 feet from said point; thence easterly along said curve 46.36 feet to the point of tangency of said curve, said point also being the point of curvature of a curve concave southerly, the radius point of said curve, said point being South 07 degrees 58 minutes 25 seconds East 50.00 feet from the radius point of said curve, said point being South 07 degrees 58 minutes 25 seconds East 100.00 feet from said point; thence easterly along said curve 40.37 feet to the point of tangency of said curve, said point being North 15 degrees 09 minutes 23 seconds East 100.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave northerly, the radius point of said curve being North 15 degrees 09 minutes 23 seconds East 50.00 feet from said point; thence easterly along said curve 52.36 feet to the point of tangency of said curve, said point being South 44 degrees 50 minutes 37 seconds East 50.00 feet from the radius point of said curve; thence North 45 degrees 09 minutes 23 seconds East; thence South 44 degrees 50 minutes 37 seconds East 50.00 feet; thence South 45 degrees 09 minutes 23 seconds West 30.96 feet to a point on a curve concave easterly, the radius point of said curve being South 44 degrees 50 minutes 37 seconds East 50.00 feet from said point; thence southerly along said curve 52.36 feet to the point of tangency of said curve, said point also being the point of curvature of a curve concave westerly, the radius point of said curve being South 75 degrees 09 minutes 23 seconds West 100.00 feet from said point; thence southerly along said curve 52.36 feet to the point of tangency of said curve, said point being South 74 degrees 50 minutes 37 seconds East 100.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being South 74 degrees 50 minutes 37 seconds East 50.00 feet from said point; thence southerly along said

Exhibit "C"

p. 1 of 2



**CONSULTING ENGINEERS  
LAND SURVEYORS**

9940 Allisonville Rd. - Fishers, IN 46038  
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5943  
DIR: 36952 SUB-FILE: BOULEVARD\_RoTW\_EXHIBIT

0214377

JOB ID \_\_\_\_\_

CONTROL: 36952

HANCOCK COUNTY RECORDER

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(CONT'D)

curve 52.36 feet to the point of tangency of said curve, said point being South 45 degrees 09 minutes 23 seconds West 50.00 feet from the radius point of said curve; thence South 45 degrees 09 minutes 23 seconds West 50.00 feet to a point on a curve concave southerly, the radius point of said curve being South 45 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence westerly along said curve 52.36 feet to the point of tangency of said curve, said point being North 14 degrees 50 minutes 37 seconds West 50.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave northerly, the radius point of said curve being North 14 degrees 50 minutes 37 seconds West 100.00 feet from said point; thence westerly along said curve 67.84 feet to the point of tangency of said curve, said point being South 24 degrees 01 minutes 35 seconds West 100.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southerly, the radius point of said curve being South 24 degrees 01 minutes 35 seconds West 50.00 feet from said point; thence westerly along said curve 52.36 feet to the point of tangency of said curve, said point being North 35 degrees 58 minutes 25 seconds West 50.00 feet from the radius point of said curve; thence North 35 degrees 58 minutes 25 seconds West 50.00 feet to a point on a curve concave northwesterly, the radius point of said curve being North 35 degrees 58 minutes 25 seconds West 50.00 feet from said point; thence northeasterly along said curve 52.36 feet to the point of tangency of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being North 84 degrees 01 minutes 35 seconds East 100.00 feet from said point; thence northerly along said curve 24.89 feet to the point of tangency of said curve, said point being North 81 degrees 42 minutes 49 seconds West 100.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave westerly, the radius point of said curve being North 81 degrees 42 minutes 49 seconds West 50.00 feet from said point; thence northerly along said curve 46.36 feet to the point of tangency of said curve, said point being North 45 degrees 09 minutes 23 seconds East 50.00 feet from the radius point of said curve; thence North 44 degrees 50 minutes 37 seconds West 91.67 feet to a point on the aforesaid East line of said Southwest Quarter; thence continuing North 44 degrees 50 minutes 37 seconds West 204.46 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 45 degrees 09 minutes 23 seconds West 310.00 feet from said point; thence northwesterly along said curve 131.94 feet to the point of tangency of said curve, said point being North 20 degrees 46 minutes 13 seconds East 310.00 feet from the radius point of said curve; thence North 69 degrees 13 minutes 47 seconds West 176.19 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 20 degrees 46 minutes 13 seconds East 340.00 feet from said point; thence northwesterly along said curve 337.95 feet to the point of tangency of said curve, said point being South 77 degrees 43 minutes 12 seconds West 340.00 feet from the radius point of said curve; thence North 12 degrees 16 minutes 48 seconds West 214.85 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 77 degrees 43 minutes 12 seconds West 310.00 feet from said point; thence northerly along said curve 94.59 feet to the point of tangency of said curve, said point being North 60 degrees 4 minutes 14 seconds East 310.00 feet from the radius point of said curve; thence North 29 degrees 45 minutes 46 seconds West 128.39 feet to a point on the aforesaid Southern Right-of-Way line of State Road 67 (Pendleton Pike), said point also being on a curve concave southeasterly, the radius point of said curve being South 30 degrees 05 minutes 08 seconds East 11,523.75 feet from said point; thence southwesterly along said curve 646.05 feet to the point of tangency of said curve, said point being North 33 degrees 17 minutes 52 seconds West 11,523.75 feet from the radius point of said curve to the place of beginning, containing 5.236 acres, more, or less.

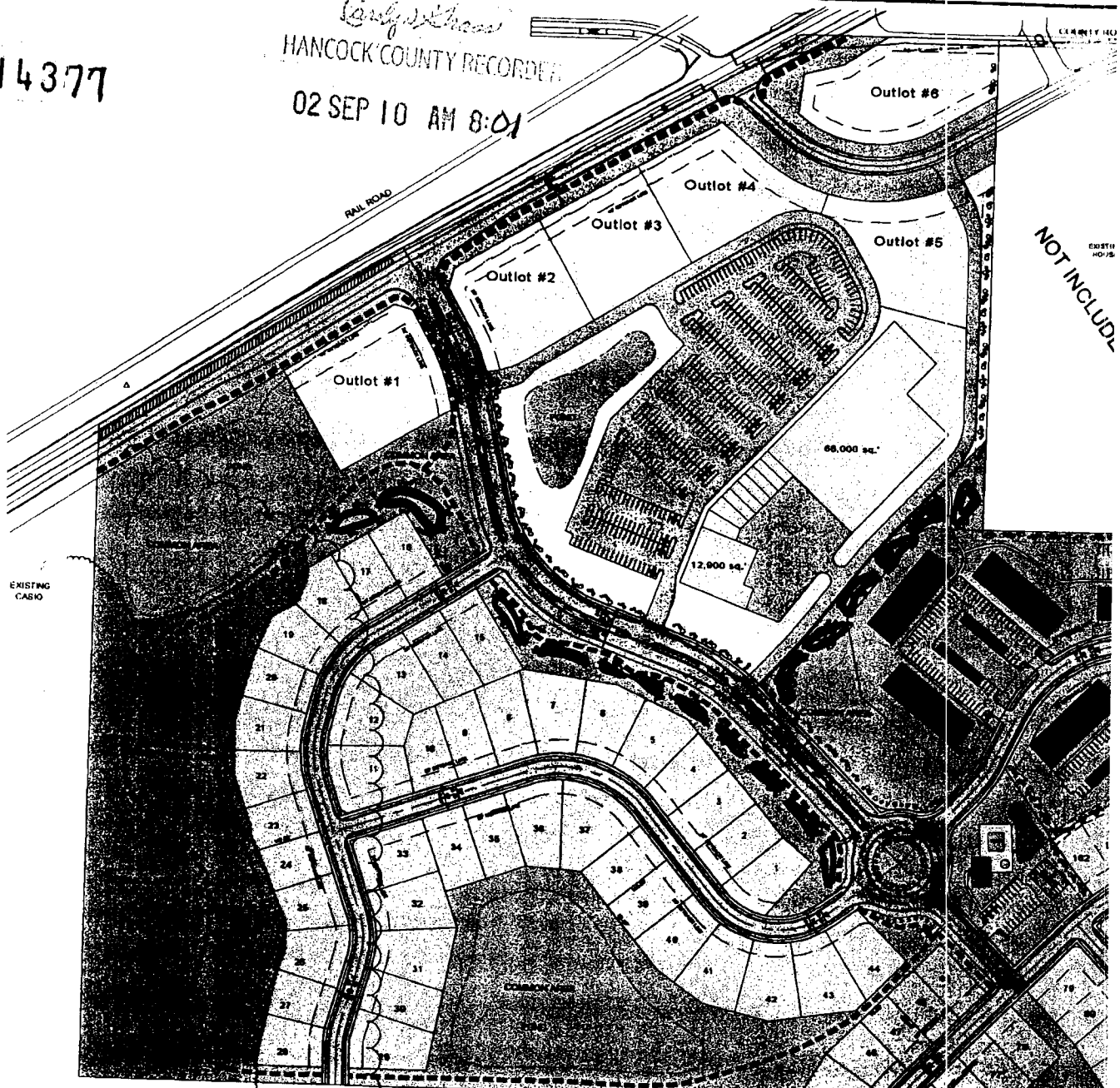
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Exhibit "C"  
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NOT INCLUDE  
EXISTING HOUSING

LEGEND

- 80' WIDE LOTS (34,083 ac.±/ 44 LOTS)
- 70' WIDE LOTS (12,848 ac.±/ 34 LOTS)
- ATTACHED SINGLE-FAMILY (28,857 ac.±/ 84 UNITS)
- MULTI-FAMILY AREA (25,458 ac.±/ 288 UNITS)
- COMMERCIAL/RETAIL AREA (20,437 ac.±)
- LAKE AREA
- STREETS
- SIDEWALKS
- COMMON AREA (30,680 ac.±)

PROPOSED  
AUSTIN TRACE SUBDIVISION  
(ARBOR HOMES)

Exhibit  
P. 1



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14

**DECLARATION FOR COVENANTS AND RESTRICTIONS**  
**FOR THE VALLEYS OF GATEWAY CROSSING**  
**(60 FOOT WIDE LOTS)**

THIS DECLARATION is made this 22<sup>nd</sup> day of AUGUST, 2002, by Gateway Crossing LLC, an Indiana limited liability company (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner of the lands contained in the area shown and described on "Exhibit A", which is attached hereto and made a part hereof, which lands will be subdivided and replatted into a residential subdivision to be known as The Valleys of Gateway Crossing (all of which are hereinafter referred to as the "Development") and will be more particularly described on the plat or plats thereof recorded in the Office of the Recorder of Hancock County, Indiana; and

WHEREAS, the Development is part of a mixed use project known as Gateway Crossing ("Project"), the area of which Project is shown on "Exhibit B" and described on "Exhibit C", both of which are attached hereto and made a part hereof; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof.

NOW, THEREFORE, the Developer declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plats of the Development, Stephen Shea, Janice Shea, and Richard Mathews, or their duly authorized successors, shall constitute the initial Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove the building plans, specifications and plot plans, or designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the Committee shall be elected by a majority vote of the owners of the lots located in The Valleys at Gateway Crossing. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The Committee shall consist of not more than three (3) people.

The duties and the responsibilities of the Committee are as follows:

The committee shall regulate the external appearances, use, location and maintenance of lands subject to these Restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.

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The Committee may establish forms and checklist for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans or other pertinent information as it affects the Committee's responsibilities.

The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons thereof.

D. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in this Declaration.

Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

2. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in the Development until the building plans, specifications, plot plan, drainage plan, and landscape plan, showing the location of all the construction, structures, drives, walks, landscaping, natural preservation areas, and drainage have been approved as to the compatibility with existing structures and compliance with these Restrictions in accordance with the procedures for such approval contained in the rules, regulations and guidelines adopted by the Committee.

3. No wall, hedge or shrub planting which obstructs sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building set-back line except where required by law and/or approved by the Committee.

4. Street lighting and exterior lights on buildings shall conform with the Standards identified in Section IV of Ordinance No. 071001 An Ordinance Amending the McCordsville Overlay.

5. All lots in the Development shall be used solely for single family residential purposes and no lot within the Development shall be further subdivided so as to create an additional lot or lots within the Development.

6. No metal outbuildings shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.

7. No dwelling house constructed on any of the lots in the Development shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The house shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits.

8. Every building whose construction or placement on any lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvements which have partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.

9. All structures constructed or placed on any lot in the Development shall be constructed with substantially all new material and no used structure shall be relocated or placed on any lot.

10. All homes shall meet the Architectural Standards for Residential Districts identified in Section 72.3036(e) of the McCordsville Overlay as amended by Ordinance No 071001, an Ordinance Amending the McCordsville Overlay, except as follows:

Corner lots shall be side loaded.

At a minimum, 50% of the front elevation of the first floor shall be masonry, exclusive of windows, doorways (other than garage doors) and bays. However, interior corner lots shall be 50% masonry, exclusive of windows, doorways (other than garage doors) and bays on the front elevation, and 50% of the first floor side elevation shall be masonry, exclusive of windows, doorways (other than garage doors) and bays. Garage doors, when allowed on a front elevation, shall be included in the calculation of the 50% masonry requirement.

C. All chimneys will be wrapped with siding to match the type, color and texture of the siding material on the house.

D. A single elevation shall not be repeated across the street and next door.

E. The pitch of the largest square footage roof must be 5/12 or greater.

11. Landscaping within the Development shall meet the minimum standards of the McCordsville Overlay. However, at least two (2) trees no less than two (2) inches in caliper shall be planted at the time the home has grass and any other landscaping initially planted on the lot. Said trees shall be planted in the front yard. Landscaping shall include at least eight (8) shrubs in the front.

12. Every house in the Development shall have at least a two (2) car attached garage, of the same architectural design and materials as the house. All garage doors shall be closed when not in use.

13. All Driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.

14. No temporary house, trailer, garage or other outbuilding shall be placed, erected or kept on any lot in the Development except for structures used by the Builder/Developer for construction and/or sales purposes.

15. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-way to minimize removal of trees.

16. No owner of a lot shall burn or permit the burning outdoors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.

17. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within or adjacent to the Development or from other lots in the Development.

18. The size, location, height, and composition of any mailbox must be approved by the Committee and shall comply with County Ordinances. The Committee reserves the right to design and/or standardize the design for mailboxes.

19. There shall be no fences permitted within the front yards. Fences in the side and rear yards shall be either a four (4) foot black vinyl fence or six (6) foot wood, shadowbox, or dog-eared fence. No stockade fences

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will be allowed. There shall be no fences constructed in any part of any Lot which is part of the Common Area. Only black vinyl chain link fences of four (4) feet or less will be allowed on any Lot adjoining a lake.

20. No above ground pools shall be permitted.

21. Street numbers for homes shall be uniformly displayed on all homes and in compliance with all state statutes and local ordinances.

22. Whenever two (2) or more contiguous lots shall be owned by the same person, and such owner shall desire to use two (2) or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.

23. Except as otherwise specifically provided in this Declaration, the owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements situated thereon from becoming unsightly and, specifically, such owner shall:

- A. remove all debris or rubbish;
- B. prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
- C. cut down and remove unsightly dead trees;
- D. where applicable, prevent debris and foreign material from entering drainage areas;
- E. keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- F. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

24. With regard to single-story homes, the minimum square footage of such homes, exclusive of porches and garages, shall be 1,200 square feet.

25. With regard to two-story homes, the minimum square footage of such homes, exclusive of porches and garages, shall be 1,500 square feet, and the minimum ground floor area, exclusive of porches and garages, shall be 700 square feet.

26. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

27. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction. Said erosion control plan shall be submitted to the Committee for review and approval at such time that plans are submitted to the Committee pursuant to Paragraph 1 hereof.

28. Trees five (5) feet outside of the building, driveway, parking area or other approved construction areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.

29. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the

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above mentioned water sources be allowed to discharge onto adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.

30. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.

31. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the Owner's lot. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.

32. Common areas, blocks and common access easements, if any, shall initially be owned by the Developer. Lots shall be subject to drainage easements, sewer easements, and utility easements, either separately or in combination of the three, as shown on the plat or plats of the Development, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

A. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer.

B. Sewer easements (S.E.) are created for the use of the local governmental agency or private sanitary sewer provider having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the Development for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect to a public sanitary sewer and pay all applicable connection charges.

C. Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts, and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in the Development shall take title subject to the rights of public or private utilities, governmental agencies, and the rights of the other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

33. No construction vehicles, shacks or outhouses shall be erected or situated on any lot within the Development, except with the written approval of the Committee and any such structure or equipment shall be promptly removed upon completion of the home.

34. During the construction period, the lot shall be maintained in a clean and orderly manner and in compliance with all local ordinances. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the lot. Materials which can blow into adjacent lots shall be contained. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing of the trash into a dumpster provided by a trash disposal service.

*Carly E. Brown*  
HANCOCK COUNTY RECORDER  
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35. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon an adjoining street in the Development and shall comply with all state statutes and local ordinances. If such deposits occur, then the lot owner shall make provisions to remove such deposits within one (1) day or the Committee may remove such deposits and charge the lot owner for such work.

36. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways and no disabled vehicle shall be openly stored on any lot. Further, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind (including, but not limited to house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept from view of neighboring residences and streets.

37. No signs (except one per lot of not more than four (4) square feet, advertising the lot or home thereon for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by an Owner who then owns four (4) or more lots. This restriction shall not preclude the Developer from constructing informational signs at the entrance to the Development regarding the sale of lots and homes, such signs not to exceed sixty-four (64) square feet in size. This exception for the Developer shall expire upon the sale of all lots in the Development.

38. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.

39. No outside toilets shall be permitted on any lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

40. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets per lot.

41. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to owners of lots in the Development.

42. No high intensity lighting, outside television, radio, or other antennas or satellite dishes or any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee with the exception of DSS satellite dishes less than or equal to eighteen (18) inches in diameter. No satellite dishes shall be permitted in front yards.

43. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Developer (even if Developer no longer owns any lots in the Development) or any other person owning any real property situated in the Development shall have the right, but not the obligation, in addition to all other remedies available at law or in equity, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties in any such litigation shall have the right to recover reasonable attorney's fees and court costs. In no event shall the Association, the Developer or any of the persons or individuals comprising the same ever be liable for damages of any kind for enforcing, carrying out or failing to abide by, enforce or carry out any of the Restrictions. Any amounts due to the Association or Developer under this Section shall become a lien against the lot of the owner found in violation of this Declaration which lien may be enforced in the manner set forth in Section 45 hereof.



44. THE VALLEYS AT GATEWAY CROSSING PROPERTY OWNER'S ASSOCIATION, INC.

A. In general:

- (i) There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as The Valleys at Gateway Crossing Property Owners' Association, Inc., hereafter referred to as the "Association". Every owner of a residential lot in the Development shall automatically be a member of the Association upon the purchase of a lot in the Development.
- (ii) The Association shall have two (2) classes of membership, as follows:
  - (a) Class A Members: Class A members shall be all owners other than the Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (b), in which event, Developer shall then have a Class A membership). Each Class A Member shall be entitled to one (1) vote for each lot owned by Owner;
  - (b) Class B Members: The Class B member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each unsold Lot within the Development. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined).
  - (c) Applicable Date: As used herein, the term "Applicable Date" shall mean the date when eighty percent (80%) of all Lots in all platted and/or planned sections of the Valleys of Gateway Crossing have been conveyed by the Builder.

B. Purpose of the Association:

- (i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as common areas, recreational facilities, landscape easements or drainage easements on the plat or plats of the Development as may be conveyed to or controlled by the Association or established by it, may be operated, maintained, repaired and replaced by the Association. Specifically, the Association shall maintain any common area, recreation facility or structure, street entrance features, street lights, irrigation system or landscaping located within landscape easements or a landscape island located within the right-of-way. The Association shall be responsible for the maintenance, care and replacement of all lawn areas located on any lot, which shall be considered part of the common area for maintenance purposes only. Lot owners shall be responsible for edging around shrubs and bushes, and mulching. Maintenance of lawns shall mean the mowing of grass at least once (1) per week during the growing season, as well as fertilization and treatment for weeds and insects three (3) times during the growing season. The growing season shall be defined as the first (1<sup>st</sup>) day of April through the thirty-first (31<sup>st</sup>) day of October in the year in which the annual charge is assessed. Maintenance shall also include the care, fertilizing, trimming, removal and replacement of trees planted by the Developer. It shall not include the watering of lawns on lots which shall be the responsibility of the lot owner, nor the care and maintenance of (a) shrubs or trees which were not planted by Developer, (b) flowers, or (c) other plants on any lot. However, the Developer shall have the right but not the obligation to trim trees, shrubs, flowers or other plant on any lot. The Association may provide snow removal from public streets within the Development should it be deemed necessary or appropriate. Maintenance described above applies until the Applicable Date, at which time it may be revised. Additionally, after the transfer of the common areas, recreational facilities, blocks and common access easements, if any, to the Association, the

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Association shall be responsible for the real estate taxes assessed thereon.

- (ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment of such common areas, recreation facilities, landscape easements and such other facilities and structures, within the Development as may be owned or controlled by the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

- (i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least Six Hundred Ten Dollars (\$610.00) per year for each residential lot owner in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than Six Hundred Ten Dollars (\$610.00) but not to exceed Seven Hundred Sixty Dollars (\$760.00), inclusive of "Boulevard Maintenance" and "Recreation Association" dues. If the amount collected by the Association does not fulfill the Association's financial obligations, it will be the responsibility of the Developer to pay out the difference until the Applicable Date. No charge shall ever be levied by the Association against the Developer. At Developer's discretion, the annual charge may also include and be increased by the amounts assessed to owners of real property in the Development for maintenance costs ("Boulevard Maintenance") incurred pursuant to the Declaration of Covenants and Restrictions for Gateway Crossing dated \_\_\_\_\_ and recorded at \_\_\_\_\_ in the Office of the Recorder of Hancock County, Indiana ("Boulevard Declaration"). Any amounts so collected for Boulevard Maintenance by the Association shall be remitted to the Operator (as such term is defined in the Boulevard Declaration) on or before the first day of March in the year for which the charge is made. Furthermore, the annual charge shall include and be increased by the amount assessed to each lot owner in the Development by the Recreation Area Association (hereinafter defined) for Recreation Association Dues (hereinafter defined). Any amounts so collected for Recreation Area Dues by the Association shall be remitted to the Recreation Area Association (hereinafter defined) on or before the first day of April in the year for which the charge is made.
- (ii) Every such charge shall be paid by the members of the Association before the first day of March of the year for which the charge is made. Charges are commenced when Builder conveys a Lot. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year supported by detailed bids and budgets, dues can be increased at least five percent (5%) each year. Written notice of the charge so fixed shall be sent to each member.
- (iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of ten percent (10%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lot subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expenses of costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and

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by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Covenants and Restrictions. Any such lien so imposed shall be subordinate to any first mortgage of record encumbering a lot within the Development whether recorded prior or subsequent to the date of this Declaration. The provisions of this Section 45 shall not impose any obligation or liability on any such mortgagee until and unless its interest in a lot within the Development has ripened into fee simple ownership, and then only as to expenses incurred from and after the date that such fee simple ownership was acquired.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of Assessments.

(i) The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned, operated, controlled or maintained by the Association.

E. Suspension of Privileges of Membership.

(i) Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member:

- (a) for any period during which any of the Association's charges or any fines assessed under these Covenants and Restrictions owed by the member remains unpaid;
- (b) during the period of any continuing violation of these Covenants and Restrictions by the member commencing with notification of the existence of the violation by the Board of Directors of the Association;
- (c) during the period of any violation by the member of the Articles of Incorporation, By-Laws or regulations of the Association.

45. These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of seventy-five percent (75%) of the then owners of the lots it is agreed to amend said Covenants in whole or in part, provided, however, that no change or termination of said Covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

46. Invalidation of any of the foregoing Covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions,

47. Developer shall have the full right and authority to unilaterally amend this Declaration for the purpose of including additional real estate as part of the Project including but not limited to additional common areas.

48. Developer will develop a Recreation Area in the Project, the location of which is designated on "Exhibit A" hereto. Such Recreation Area shall consist of a swimming pool together with such other recreational amenities and facilities as Developer or the Recreation Area Association (hereinafter defined) shall deem necessary or desirable. Upon construction of such Recreation Area, Developer shall form a not-for-profit corporation to be known as the Gateway Crossing Recreation Area Association ("Recreation Area Association") and thereafter transfer to the Recreation Area Association fee simple title to the Recreation Area. Upon such transfer, Developer shall have no obligations or liabilities thereafter accruing with respect to the Recreation Area.

When such Recreation Area is constructed, then, subject to such rules and regulations governing the use of the Recreation Area as the Recreation Area Association shall adopt, each owner of a lot within the Development shall automatically become a member of the Recreation Area Association. Developer may grant membership to the Recreation Area Association to additional residential lot owners in the Project, subject to the obligation of such additional lot owners to pay its share of Recreation Area Dues (hereinafter defined). In addition, Developer, or once the Recreation Area Association is formed, the Recreation Area Association, shall have the right to grant membership to persons not owning residential lots within the Project ("Users"), subject to the right of the Recreation Area Association to charge such Users (including guests) admission and other fees, at a minimum equal in amount charged to existing members, for the use of the Recreation Area and the right of the Recreation Area Association to adopt rules and regulations governing the use of the Recreation Area. In addition, Developer, or once the Apartment Recreation Area Association is formed, shall have the right to grant membership to persons not renting apartments within the Project ("Residential Users"), subject to the right of the Apartment Recreation Area Association to charge such Residential Users (including guests) admission and other fees, at a minimum equal in amount charged to existing members, for the use of the Apartment Recreation Area and the right of the Apartment Recreation Area Association to adopt rules and regulations governing the use of the Apartment Recreation Area.

Upon becoming a member in the Recreation Area Association, each lot owner (after the Lot is conveyed by Builder) in the Development shall pay an assessment levied for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Recreation Area and for services and facilities related thereto ("Recreation Area Dues"). The Recreation Area Dues charged to each lot owner in the Development shall equal the amount determined by multiplying the actual operational expenses of the Recreation Area, less any income derived from Users or otherwise for the Recreation Area, by a fraction, the numerator of which is one and the denominator of which is the number of residential lots within the Project whose owners automatically become members upon ownership of a Builder conveyed residential lot within the Project. The Recreation Area Dues shall be at least One Hundred Fifty Dollars (\$150.00) per year for each residential lot in the Development. However, prior to the Applicable Date, if the Recreation Area Association shall so determine after consideration of the financial requirements of the Recreation Association, the Annual Charge may be greater than One Hundred Fifty Dollars (\$150.00) per year but not to exceed five percent (5%) increase in dues per year. The Recreation Area Dues are due and payable to the Recreation Area Association on or before the first day of April in the year in which the Recreation Area Dues are assessed.

Dated this 22<sup>nd</sup> day of AUGUST, 2002.

GATEWAY CROSSING, LLC

BY: 

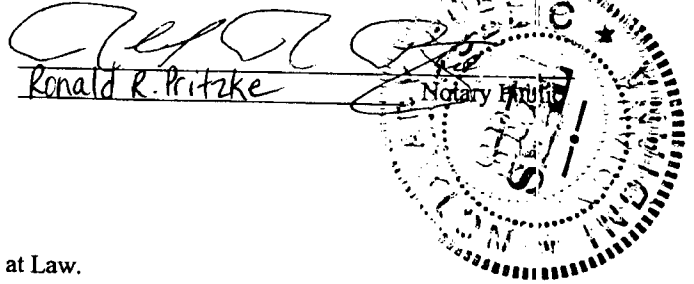
Stephen Shea, Chief Operating Officer

STATE OF INDIANA )  
 )  
COUNTY OF HANCOCK ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Stephen Shea, Chief Operating Officer of Gateway Crossing, LLC, who acknowledged execution of the foregoing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 22<sup>nd</sup> day of AUGUST, 2002.

My Commission Expires: 11/14/09  
County of Residence: HANCOCK



This instrument was prepared by Ronald R. Pritzke, Attorney at Law.

re/paramount/declaration.valleys..re 60 ft lots.blh.081202

*Stephen Shea*  
HANCOCK COUNTY RECORDER  
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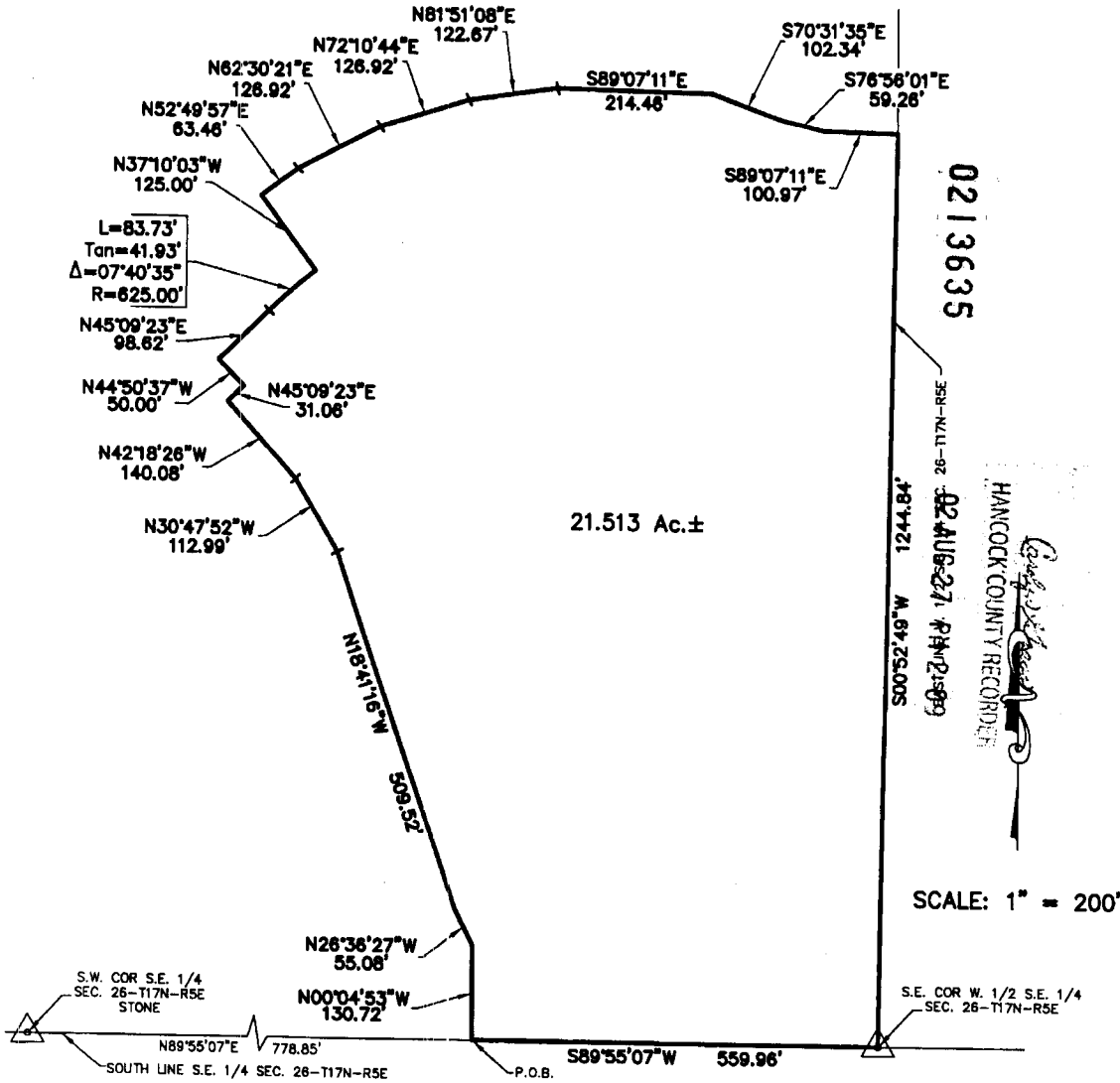


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DIR: 36952 SUB-FILE: VILLAS\_EXHIBIT

JOB ID \_\_\_\_\_

CONTROL # 36952



THE VILLAS

A part of the Southeast Quarter of Section 26, Township 17 North, Range 5 East, in Vernon Township, Hancock County, Indiana, more particularly described as follows:

Commencing at a stone marking the Southwest corner of said Southeast Quarter; thence North 89 degrees 55 minutes 07 seconds East along the South line thereof 778.85 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 04 minutes 53 seconds West 130.72 feet; thence North 26 degrees 36 minutes 27 seconds West 55.08 feet; thence North 18 degrees 41 minutes 16 seconds West 509.52 feet; thence North 30 degrees 47 minutes 52 seconds West 112.99 feet; thence North 42 degrees 18 minutes 26 seconds West 140.08 feet; thence North 45 degrees 09 minutes 23 seconds East 31.06 feet; thence North 44 degrees 49 minutes 23 seconds East 98.62 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 44 degrees 50 minutes 37 seconds East 625.00 feet from said point; thence northeasterly along said curve 83.73 feet to the point of tangency of said curve, said point being North 37 degrees 10 minutes 02 seconds West 625.00 feet from the radius point of said curve; thence North 37 degrees 10 minutes 03 seconds West 125.00 feet; thence North 52 degrees 49 minutes 57 seconds East 63.46 feet; thence North 62 degrees 30 minutes 21 seconds East 126.92 feet; thence North 72 degrees 10 minutes 44 seconds East 122.67 feet; thence South 89 degrees 07 minutes 11 seconds East 214.46 feet; thence South 70 degrees 31 minutes 35 seconds East 102.34 feet; thence South 76 degrees 56 minutes 01 seconds East 59.26 feet; thence South 89 degrees 07 minutes 11 seconds East 100.97 feet to a point on the East line of the West Half of said Southeast Quarter; thence South 00 degrees 52 minutes 49 seconds West along the said East line 1,244.84 feet to the Southeast corner of said Half Quarter Section; thence South 89 degrees 55 minutes 07 seconds West along the aforesaid South line 559.96 feet to the place of beginning, containing 21.513 acres, more or less.

S/legal/villas  
7/13/01  
Revised August 23, 2002 CRM

EXHIBIT "A"

*Carlyle J. Lucas*

HANCOCK COUNTY RECORDER

Legal Description

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Part of the South Half of Section 26, Township 17 North, Range 5 East in Vernon Township, Hancock County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 26; thence North 89 degrees 59 minutes 42 seconds West along the North line thereof 1339.52 feet to the Northeast corner of the West Half of the Southeast Quarter of said Section 26, said corner also being the POINT OF BEGINNING of this description; thence South 00 degrees 52 minutes 49 seconds West along the East line of said Half Quarter Section 2627.21 feet to the Southeast corner thereof; thence South 89 degrees 55 minutes 07 seconds West along the South line of said Half Quarter Section 1338.81 feet to the Southwest corner thereof; thence North 00 degrees 51 minutes 57 seconds East along the West line of said Half Quarter Section 653.24 feet; thence North 89 degrees 54 minutes 56 seconds West parallel with the South line of the East Half of the Southwest Quarter of said Section 1333.45 feet to a point on the West line thereof; thence North 00 degrees 55 minutes 29 seconds East along said West line 1217.18 feet to a point on the centerline of State Road 67, said point also being on a curve concave southeasterly, the radius point of said curve being South 33 degrees 07 minutes 47 seconds East 11,573.75 feet from said point; thence northeasterly along said curve 740.65 feet to the point of tangency of said curve, the radius point of said curve being South 29 degrees 27 minutes 47 seconds East 11,573.75 feet from said point; thence North 60 degrees 32 minutes 13 seconds East 756.39 feet to a point on the North line of the West Half of the Southwest Quarter of said Section 26; thence North 89 degrees 56 minutes 53 seconds East 52.32 feet to the Northeast corner thereof; thence South 89 degrees 59 minutes 42 seconds East along the North line of the West Half of the Southeast Quarter of said Section 318.81 feet; thence South 00 degrees 52 minutes 49 seconds West parallel with the East line thereof 910.87 feet; thence South 89 degrees 59 minutes 42 seconds East parallel with the North line of said Half Quarter Section 391.63 feet; thence North 00 degrees 52 minutes 49 seconds East parallel with the East line of said Half Quarter Section 910.87 feet to a point on the North line thereof; thence South 89 degrees 59 minutes 42 seconds East along said West line 629.00 feet to the place of beginning containing 122.165 acres more or less.