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

THIS DECLARATION is made this 22nd 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 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.

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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.

7-30362(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

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, as long as, and only so long as, the lots remain improved with only one single dwelling unit.

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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

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

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.

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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 or lots 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.

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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 (1st) day of April through the thirty-first (31st) 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.

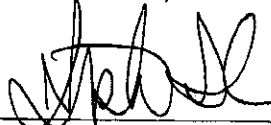
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Cordell J. Shea

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 22nd day of AUGUST, 2002.

GATEWAY CROSSING, LLC

BY: 

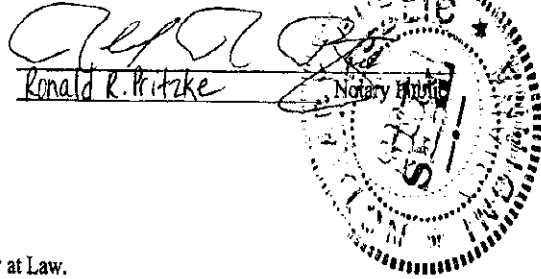
Stephen Shea, Chief Operating Officer

STATE OF INDIANA)
)
) SS:
COUNTY OF Hancock)

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 22nd 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.bb.081202

Confidential
HANCOCK COUNTY RECORDER
02 AUG 27 PM 2:09

0213635

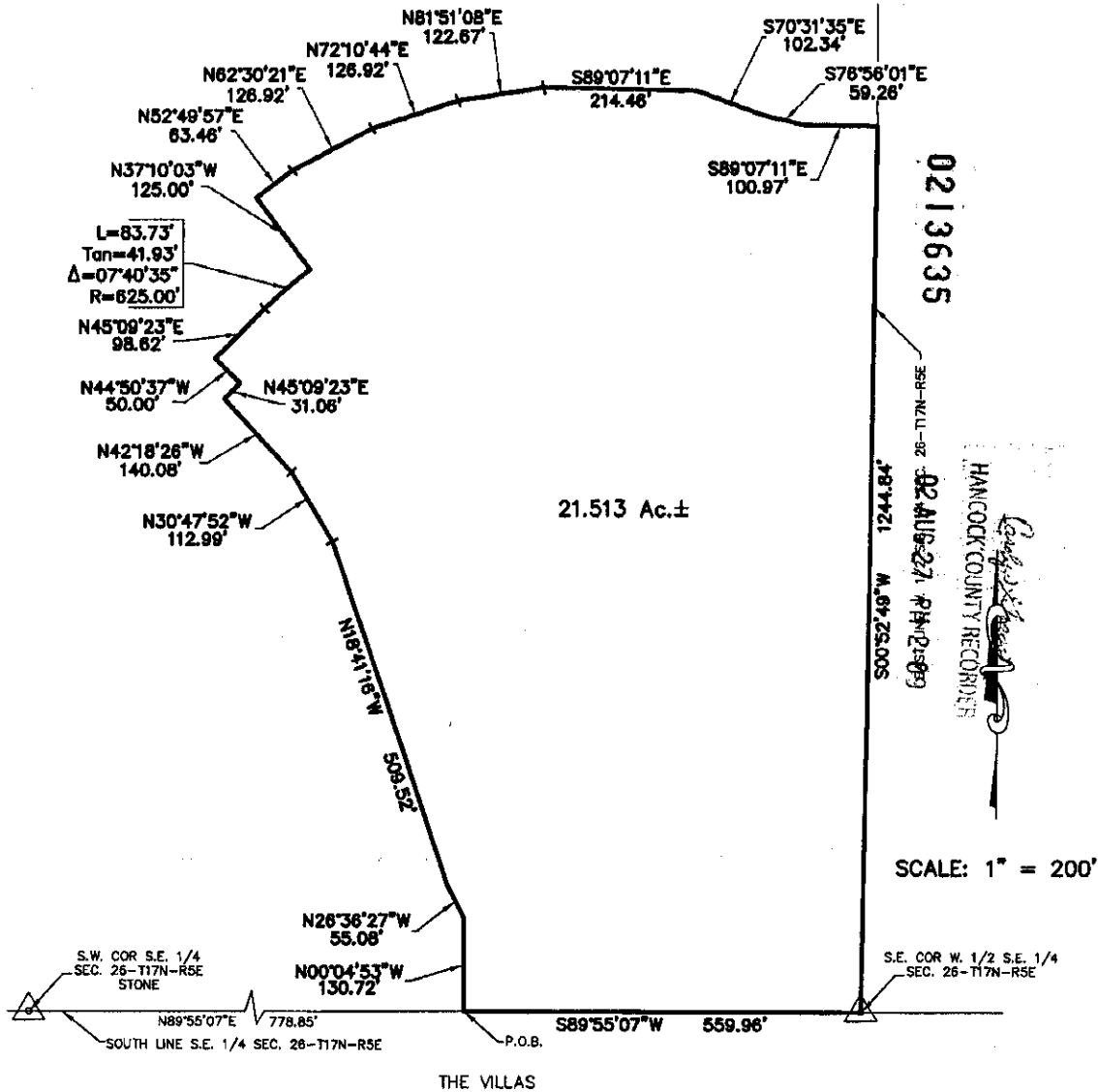


**CONSULTING ENGINEERS
LAND SURVEYORS**

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

JOB D _____

CONTROL # 36952



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 50 minutes 37 seconds West 50.00 feet; thence North 45 degrees 09 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 126.92 feet; thence North 81 degrees 51 minutes 08 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"