First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys’ fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
GATEWAY CROSSING

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 this Declaration:
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 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 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 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 un conveyed 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

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

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 22nd day of AUGUST, 2002.

GATEWAY CROSSING LLC

By: ____________________________
   Stephen Shea

Its: Chief Operating Officer
STATE OF INDIANA
COUNTY OF Hancock

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 Declaration of Covenants and Restrictions For Gateway Crossing on behalf of said limited liability company. Witness my hand and Notarial Seal this 22nd day of August, 2002.

[Signature]
Notary Public

My Commission Expires: 11/14/09

My County of Residence: Hancock

This instrument prepared by Mark Dall, Esq. 8412 Twin Pointe Circle, Indianapolis, Indiana 46236.
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 58 seconds West along the South line thereof 1334.12 feet to the Southwest corner of said South East 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 80.41 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 North 11 degrees 47 minutes 42 seconds East 337.75 feet from said point; thence southerly 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 56 minutes 53 seconds East continuing along said centerline 49.41 feet to a point on a northeasterly extension of the foresaid Southern Right-of-Way line of State Road 67 (Pendleton Pike); thence South 50 degrees 32 minutes 13 seconds East along said Southern Right-of-Way line 5.74 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 southerly along said curve and said Southern Right-of-Way line 45.23 feet from 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 southeasterly, the radius point of said curve being South 20 degrees 46 minutes 13 seconds West 165.99 feet to the point of tangency of said curve, said point being North 45 degrees 06 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 Southwest 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 South 45 degrees 06 minutes 23 seconds East 50.00 feet from said point; thence westerly along said curve 46.36 feet to the point of tangency of said curve, said point being South 07 degrees 56 minutes 25 seconds East 50.00 feet from the radius point of said curve; thence westerly along said curve 40.37 feet to the point of tangency of said curve, said point being South 07 degrees 56 minutes 25 seconds East 100.00 feet from said point; thence westerly 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 said point; thence westerly 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 South 44 degrees 50 minutes 37 seconds East 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 South 75 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 South 75 degrees 09 minutes 23 seconds West 100.00 feet from said point; thence westerly 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 westerly, the radius point of said curve being South 74 degrees 50 minutes 37 seconds East 100.00 feet from said point.
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 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 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 northerly along said curve 52.36 feet to the point of tangency of said curve, said point being North 84 degrees 01 minutes 35 seconds East 50.00 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 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 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 East 50.00 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 178.19 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 14 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 36 degrees 05 minutes 08 seconds East 11,523.75 feet from said point; thence southeasterly along said curve 646.06 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.
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 this Declaration:
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
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
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 un conveyed 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
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
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
herein shall be binding upon and inure to the benefit of the Owners of Sites, their successors and assigns.

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 ___ day of __________, 2002.

GATEWAY CROSSING LLC

an Indiana limited liability company

By: __________________________

Its: Chief Operating Officer

[Signature]

02/14/2010

HANCOCK COUNTY RECORDER

[Signature]
JFP, LLC
an Indiana limited liability company

By: Richard E. Jones, Managing Member

SCANNED
HANCOCK COUNTY RECORDER
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 4th day of September, 2002.

[Signature]

(Printed signature)

My Commission Expires: ________________

My County of Residence: ________________
STATE OF INDIANA  
COUNTY OF [Handwritten: Hancock]  

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.
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 633.24 feet; thence North 89 degrees 54 minutes 56 seconds East 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

[signature]
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 curvature of a curve concave southeasterly, the radius of said curve being South 33 degrees 07 minutes 47 seconds East, said point being North 29 degrees 27 minutes 47 seconds West 11,573.75 feet from the point of tangency of said curve; thence South 66 degrees 32 minutes 13 seconds East along said curve and said curve 740.65 feet to the point of tangent of said curve; thence North 60 degrees 14 minutes 27 seconds West 11,573.75 feet from the point of tangency of said curve, and to a point on the centerline of the County Road 750 North; thence North 89 degrees 56 minutes 53 seconds East 42 seconds East continuing along said centerline 49.41 feet to a point on a northerly extension of the curve concave southeasterly, the radius point of said curve being South 9 degrees 27 minutes 27 seconds East 11,523.74 feet from said point; thence southerly along said curve and said curve 42.23 feet from the radius point of said curve; thence South 29 degrees 45 minutes 46 seconds East 126.72 feet to the 14 seconds West 390.00 feet from said point; thence southerly along said curve 119.00 feet to the point of said curve, and to a point on the centerline of said curve; thence South 12 degrees 16 minutes 48 seconds East 214.85 feet to the point of tangency of said curve; thence southerly along said curve 258.43 feet to the 14 seconds West 390.00 feet from said point; thence southerly along said curve 165.29 feet to the point of tangency of said curve; thence South 44 degrees 50 minutes 37 seconds East 126.42 feet to a point on the centerline of said curve; thence continuing South 44 degrees 50 minutes 37 seconds East 169.71 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 20 degrees 46 minutes 13 seconds West 390.00 feet from said point; thence southerly along said curve 239.00 feet to the point of tangency of said curve; thence South 44 degrees 50 minutes 37 seconds East 126.42 feet to a point on the centerline of said curve; thence continuing South 44 degrees 50 minutes 37 seconds East 169.71 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 15 degrees 09 minutes 23 seconds East 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve 43.36 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 15 degrees 09 minutes 23 seconds West 50.00 feet from said point; thence southerly along said curve
(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 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 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 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 northerly, the radius point of said curve being North 58 minutes 25 seconds West 50.00 feet from said point; thence northerly along said curve 52.36 feet to the point of tangency of said curve, said point being North 84 degrees 01 minutes 35 seconds concave westerly, the radius point of said curve being North 84 degrees 01 minutes 35 seconds West 100.00 feet from said point; thence northerly along said curve 24.89 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 North 81 degrees 42 minutes 49 seconds West 100.00 feet from the radius point of said curve; thence North 44 degrees 50 minutes 37 seconds West 91.67 feet to a point West 204.46 feet to the point of curvature of a curve concave southerly, 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 46 minutes 13 seconds East 340.00 feet from said point; thence northwesterly along said curve 337.95 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 20 degrees 46 minutes 13 seconds East 310.00 feet from the radius point of said curve; thence North 77 degrees 43 minutes 12 seconds West 340.00 feet from 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; 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 southerly, the radius point of said curve being South 30 degrees 05 minutes 08 seconds West 11,523.75 feet from said point; 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.

S/Apel/Reid/MAINROAD
7/1/01
(DW) (T) GSK

Exhibit "C"
p. 2 of 2
COVENANT OF GATEWAY CROSSING AND VALLEY OF GATEWAY CROSSING

THIS DECLARATION is made this 6th 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.
All of which is agreed this 6th day of September 2002.

GATEWAY CROSSING, LLC
By: ________________________________
   Stephen Shea,
   Chief Operating Officer

JFP, LLC
By: ________________________________
   Richard Jones,
   Manager

ACKNOWLEDGMENT
STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared
Stephen Shea the Chief Operating Officer of GATEWAY CROSSING LLC and
RICHARD JONES Manager of JFP, LLC, who acknowledged the execution of the
foregoing Covenant of Gateway Crossing and Valley of Gateway Crossing, and who,
having been duly sworn, stated that any representations therein contained are true.
WITNESS MY HAND and Notarial Seal this 6th day of September 2002.

My commission expires:

Signature ____________________________
Printed ______________________________

Resident of __________________________
County, State of ____________________

This instrument prepared by: Michael J. Curry, Attorney at Law #3888-49
Legal Description
0214378

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 740.95 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.