

**GATEWOOD SECTION 2
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE UNDERSIGNED THE C. P. MORGAN CO., INC., BY WILLIAM B. BLAKE, EXECUTIVE VICE-PRESIDENT FOR AND BEHALF OF SAID THE C. P. MORGAN CO., INC., AS OWNER OF THE WITHIN DESCRIBED REAL ESTATE, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT. THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS "GATEWOOD SECTION 2", A SUBDIVISION IN HAMILTON COUNTY, DELAWARE TOWNSHIP, INDIANA.

PUBLIC STREETS: THE STREETS AND PUBLIC RIGHT-OF-WAYS SHOWN HEREON, SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED TO THE PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE GOVERNMENTAL BODY HAVING JURISDICTION.

RESIDENCE LIMITATIONS: NO TRAILER, SHACK, TENT, BOAT, BASEMENT, GARAGE OR OTHER OUTBUILDING MAY BE USED AT ANY TIME AS A RESIDENCE. TEMPORARY OF PERMANENT; NOR MAY ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

ATTACHED GARAGE AND STORAGE: NO GARAGE SHALL BE ERRECTED ON ANY LOT HEREIN WHICH IS NOT PERMANENTLY ATTACHED TO THE RESIDENCE, AND NO UNENCLOSED STORAGE AREA SHALL BE ERRECTED.

CONVERSION OF GARAGES: NO ATTACHED GARAGE SHALL BE CONVERTED INTO LIVING SPACE UNTIL THE PROPERTY OWNER HAS OBTAINED WRITTEN PERMISSION FROM THE APPROPRIATE BUILDING OFFICIALS THAT AN ATTACHED GARAGE OF EQUAL DIMENSIONS MAY LEGALLY BE CONSTRUCTED ON THE PREMISES. AFTER SAID PERMISSION IS OBTAINED, THE CONSTRUCTION OF THE NEW GARAGE SPACE MUST COMMENCE CONCURRENTLY WITH THE CONVERSION OF THE EXISTING GARAGE INTO LIVING SPACE.

TEMPORARY STRUCTURES: NO TRAILERS, SHACKS, OUTHOUSES, DETACHED STORAGE SHEDS OR TOOL SHEDS OF ANY KIND SHALL BE ERRECTED OR SITUATED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPMENT CONTROL COMMITTEE HEREIN, EXCEPT THAT USED BY A BUILDER DURING THE CONSTRUCTION OF A RESIDENTIAL BUILDING ON THE PROPERTY, WHICH TEMPORARY CONSTRUCTION STRUCTURES SHALL BE PROMPTLY REMOVED UPON COMPLETION OF CONSTRUCTION OF THE BUILDING.

BUILDING LOCATION: NO BUILDING OR STRUCTURE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LOT LINE (CORNER LOTS) THAN THE MINIMUM BUILDING SETBACK LINES AS SHOWN ON THE WITHIN PLAT.

DRAINAGE, UTILITY AND SEWER EASEMENTS: THERE ARE STRIPS OF GROUND AS SHOWN ON THE WITHIN PLAT MARKED D.U. & S.E. (DRAINAGE, UTILITY AND SEWER EASEMENT) WHICH ARE RESERVED FOR THE NONEXCLUSIVE USE OF PUBLIC UTILITY COMPANIES, INCLUDING CABLE TELEVISION COMPANIES, BUT NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF MAINS, DUCTS, POLES, LINES, WIRES, SEWERS AND DRAINS, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES, AND TO THE EASEMENTS HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES SHALL BE ERRECTED OR MAINTAINED ON SAID STRIPS EXCEPT FOR FENCES, PATIOS, DECKS, DRIVEWAYS AND WALKWAYS. THE OWNERS OF SUCH LOTS IN THIS ADDITION, HOWEVER, SHALL TAKE THEIR TITLE SUBJECT TO THE NONEXCLUSIVE RIGHTS OF THE PUBLIC UTILITIES AND OTHER OWNERS OF SAID LOTS IN THIS ADDITION TO SAID EASEMENTS HEREIN GRANTED FOR INGRESS AND EGRESS IN, ALONG AND THROUGH THE STRIPS SO RESERVED.

THERE SHALL BE TEN (10) FOOT DRAINAGE, UTILITY AND SEWER EASEMENT ON THE FRONT OF EACH LOT UNLESS OTHERWISE NOTED (SAID 10' D.U. & S.E. APPLIES TO BOTH FRONTAGES ON CORNER LOTS).

AIR EASEMENT AND RIGHT-OF-WAY: GATEWOOD IS NOT WITHIN THE FLIGHT PATH OR FLIGHT APPROACH AREA OF METROPOLITAN AIRPORT. HOWEVER, TO ASSURE THE CONTINUED SAFE OPERATION OF THE AIRPORT, AN AIR EASEMENT AND RIGHT-OF-WAY ALLOWING FOR THE FREE AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN, THROUGH AND ACROSS THE AIR SPACE WHICH LIES FIFTY (50) FEET ABOVE GATEWOOD EXISTS.

LIMITED COMMON AREA: APPEARS UPON THE PLATTED LOTS OF THE SUBDIVISION DESIGNATED BY BLOCK LETTER SHOWING THE QUANTITY OF ACREAGE CONTAINED THEREIN AND FURTHER IDENTIFIED AS A "CUL-DE-LOOP" WHICH IS CREATED FOR THE EXCLUSIVE USE AND ENJOYMENT OF THOSE PARTICULAR LOTS HAVING PUBLIC STREETS ACCESS THEREFROM. EACH SUCH OWNER SHALL HAVE AN EASEMENT FOR INGRESS AND EGRESS IN SUCH AREA. SUCH CUL-DE-LOOP SHALL FURTHER HAVE LANDSCAPING THEREIN ADJACENT TO THE PUBLIC RIGHT-OF-WAY AND SUCH LIMITED COMMON AREA, SHALL BE OWNED AND MAINTAINED BY EQUAL UNDIVIDED INTEREST AS TENANTS IN COMMON OF THE LOTS ABUTTING THEREON AND USING THE CUL-DE-LOOP AS A MEANS OF INGRESS AND EGRESS TO THE PUBLIC RIGHT-OF-WAY. SUCH MAINTENANCE AND REPAIR SHALL BE UNDERTAKEN BY A DETERMINATION IN WRITING OF A MAJORITY OF THE LOTS OWNERS HAVING AN UNDIVIDED INTEREST IN THE LIMITED COMMON AREA, AND UPON THIRTY (30) DAYS' WRITTEN NOTICE AND SUCH ADVANCEMENT SHALL CONSTITUTE A LIEN UPON THE LOT OF THE DEFAULTING LOT OWNER ENFORCEABLE IN THE SAME MANNER AND UNDER THE SAME TERMS AS MADE AND PROVIDED UNDER THE PROVISION OF THE MECHANICS LIEN LAWS OF THE STATE OF INDIANA, CHAPTER 116 OF THE ACTS OF THE 1909 INDIANA GENERAL ASSEMBLY AMENDED TO DATE, I.C. 32-8-3-1, ET SEQ. ANY SUCH LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE AND ANY FIRST MORTGAGE TAKING TITLE TO A LOT BY FORECLOSURE OR DEED IN LIEU THEREOF SHALL TAKE TITLE FREE AND CLEAR OF ANY SUCH ASSESSMENTS FOR WORK PERFORMED PRIOR TO SUCH MORTGAGE'S TAKING TITLE.

DRAINAGE EASEMENTS: THERE ARE AR "DRAINAGE EASEMENTS" THE DRAINAGE AND RESERVED. (1) FOR THE USE OF DE PERIOD" (AS SUCH TERM IS DEFINED IN INSTALLATION, REPAIR OR REMOVAL C SURFACE DRAINAGE, OR APPROPRIATE REAL ESTATE AND ADJOINING PROPERTY OF THE ASSOCIATION, THE HAMILTON C APPLICABLE GOVERNMENTAL AUTHORITY REPAIR AND REPLACEMENT OF SUCH DI PROVIDED, HOWEVER, THAT THE OWNE SUBJECT TO A DRAINAGE EASEMENT SH OF SAID DRAINAGE EASEMENT ON HIS L THE SURFACE WATER DRAINAGE WILL, DRAINAGE EASEMENT AREAS ON THE P ON THE RIGHTS OF ANY ENTITY FOR WH AND RESERVED TO GO ON ANY LOT SUBI THE EXTENT REASONABLE NECESSARY I TO BY THIS PARAGRAPH, NO PERMANE PATIOS, DECKS, DRIVEWAYS AND WALK THIS SUBDIVISION HOWEVER, SHALL T NONEXCLUSIVE RIGHTS OF THE HAMILT OWNERS OF SAID LOTS IN THIS ADDITIO FOR INGRESS AND EGRESS IN, ALONG A

COMMON AREA: THERE ARE AREAS OF I AREA" (CA). THE COMMON AREAS ARE

I. SOLELY FOR THE COMMON I THE OWNERS;

II. FOR THE USE BY DEVELOP FOR THE INSTALLATION OF RETE ENTRYWAYS AND NATURE PAR

III. FOR THE USE AS RETENTI ENTRYWAYS AND NATURE PAR

IV. FOR THE OWNERSHIP AND MANAGEMENT AND CONTROL OF LAKES, ENTRYWAYS AND PLAYC MAINTENANCE AND REPAIR OF I

SIGHT DISTANCE AT INTERSECTIONS: N PLANTING WHICH OBSTRUCTS SIGHT LI FEET ABOVE THE STREET, SHALL BE PL CORNER LOT WITHIN THE TRIANGULAR LINES, AND A LINE CONNECTING POINT STREET LINES EXTENDED. THE SAME S ANY LOT WITHIN 10 FEET FROM THE INT EDGE OF A DRIVEWAY, PAVEMENT OR / PERMITTED TO REMAIN WITHIN SUCH L THE FOLIAGE IS MAINTAINED AT SUPPL OF THE SIGHT LINE.

DRIVEWAYS: ALL DRIVEWAYS WILL BI ORIGINAL CONSTRUCTION, MAINTENA INCLUDING ANY RESURFACING OR REP UNIFORM TO THE SURFACE PROVIDED A

SIDEWALKS: EACH RESIDENCE CONSTRI CONTINUOUS SIDEWALK FROM THE DRI

SIGNS: NO SIGN OF ANY KIND SHALL BI ANY LOT, EXCEPT THAT ONE SIGN OF NC DISPLAYED AT ANY TIME FOR THE PURI SALE OR RENT, EXCEPT DEVELOPER MA AND DEVELOPMENT OF THIS SUBDIVISI

ANIMALS: NO FARM ANIMALS, FOWLS PURPOSES SHALL BE KEPT OR PERMITTI SUBDIVISION, NO NOXIOUS, UNLAWFUL SHALL BE CARRIED OUT ON ANY LOT B ANYTHING BE DONE THEREON WHICH M OR NUISANCE TO THE NEIGHBORHOOD.

MOTOR VEHICLES AND TRAILERS: ALL I MEMBERS OF A HOUSEHOLD SHALL, HA

**Investment
P.C. No.**

DRAINAGE EASEMENTS: THERE ARE AREAS OF GROUND ON THE PLAT MARKED "DRAINAGE EASEMENTS". THE DRAINAGE EASEMENTS ARE HEREBY CREATED AND RESERVED. (I) FOR THE USE OF DEVELOPER DURING THE "DEVELOPMENT PERIOD" (AS SUCH TERM IS DEFINED IN THE DECLARATION) FOR ACCESS TO AND INSTALLATION, REPAIR OR REMOVAL OF A DRAINAGE SYSTEM, EITHER BY SURFACE DRAINAGE, OR APPROPRIATE UNDERGROUND INSTALLATIONS, FOR THE REAL ESTATE AND ADJOINING PROPERTY AND (II) FOR THE NONEXCLUSIVE USE OF THE ASSOCIATION, THE HAMILTON COUNTY DRAINAGE BOARD OR ANY OTHER APPLICABLE GOVERNMENTAL AUTHORITY FOR ACCESS TO AND MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH DRAINAGE SYSTEM AND COMMON AREAS; PROVIDED, HOWEVER, THAT THE OWNER OF ANY LOT IN THE SUBDIVISION SUBJECT TO A DRAINAGE EASEMENT SHALL BE REQUIRED TO KEEP THE PORTION OF SAID DRAINAGE EASEMENT ON HIS LOT FREE FROM OBSTRUCTIONS SO THAT THE SURFACE WATER DRAINAGE WILL BE UNIMPEDED. THE DELINEATION OF THE DRAINAGE EASEMENT AREAS ON THE PLAT SHALL NOT BE DEEMED A LIMITATION ON THE RIGHTS OF ANY ENTITY FOR WHOSE USE ANY SUCH EASEMENT IS CREATED AND RESERVED TO GO ON ANY LOT SUBJECT TO SUCH EASEMENT TEMPORARILY TO THE EXTENT REASONABLE NECESSARY FOR THE EXERCISE OF THE RIGHTS GRANTED TO BY THIS PARAGRAPH. NO PERMANENT OR OTHER STRUCTURES SHALL BE ERECTED OR MAINTAINED ON SAID DRAINAGE EASEMENTS EXCEPT FOR FENCES, PATIOS, DECKS, DRIVEWAYS AND WALKWAYS. THE OWNERS OF SUCH LOTS IN THIS SUBDIVISION HOWEVER, SHALL TAKE THEIR TITLE SUBJECT TO THE NONEXCLUSIVE RIGHTS OF THE HAMILTON COUNTY DRAINAGE BOARD AND OTHER OWNERS OF SAID LOTS IN THIS ADDITION TO SAID EASEMENTS HEREIN GRANTED FOR INGRESS AND EGRESS IN, ALONG AND THROUGH THE STRIPS SO RESERVED.

COMMON AREA: THERE ARE AREAS OF GROUND ON THE PLAT MARKED "COMMON AREA" (CA). THE COMMON AREAS ARE HEREBY CREATED AND RESERVED:

I. SOLELY FOR THE COMMON VISUAL AND AESTHETIC ENJOYMENT OF THE OWNERS;

II. FOR THE USE BY DEVELOPER DURING THE DEVELOPMENT PERIOD FOR THE INSTALLATION OF RETENTION AND DETENTION PONDS OR LAKES, ENTRYPWAYS AND NATURE PARKLANDS;

III. FOR THE USE AS RETENTION AND DETENTION PONDS OR LAKES, ENTRYPWAYS AND NATURE PARKLANDS; AND,

IV. FOR THE OWNERSHIP AND USE OF THE ASSOCIATION FOR THE MANAGEMENT AND CONTROL OF RETENTION AND DETENTION PONDS OR LAKES, ENTRYPWAYS AND PLAYGROUNDS AND THE INSTALLATION, MAINTENANCE AND REPAIR OF IMPROVEMENT THERE TO.

SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2' AND 6' FEET ABOVE THE STREET, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES, AND A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY, PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF THE SIGHT LINE.

DRIVEWAYS: ALL DRIVEWAYS WILL BE PAVED BY THE BUILDER AT THE TIME OF ORIGINAL CONSTRUCTION. MAINTENANCE OF DRIVEWAYS THEREAFTER, INCLUDING ANY RESURFACING OR REPAVING, SHALL CONFORM WITH AND BE UNIFORM TO THE SURFACE PROVIDED AT THE TIME OF ORIGINAL CONSTRUCTION

SIDEWALKS: EACH RESIDENCE CONSTRUCTED ON A LOT SHALL HAVE A CONTINUOUS SIDEWALK FROM THE DRIVEWAY TO THE FRONT PORCH.

SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT THAT ONE SIGN OF NOT MORE THAN SIX (6) SQUARE FEET MAY BE DISPLAYED AT ANY TIME FOR THE PURPOSE OF ADVERTISING THE PROPERTY FOR SALE OR RENT, EXCEPT DEVELOPER MAY USE LARGER SIGNS DURING THE SALE AND DEVELOPMENT OF THIS SUBDIVISION.

ANIMALS: NO FARM ANIMALS, FOWLS OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES SHALL BE KEPT OR PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION. NO NOXIOUS, UNLAWFUL OR OTHERWISE OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT IN THIS SUBDIVISION; NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

MOTOR VEHICLES AND TRAILERS: ALL MOTOR VEHICLES BELONGING TO MEMBERS OF A HOUSEHOLD SHALL HAVE PERMANENT PARKING SPACES IN

Instrument No. 8919904
 P.C. No. 1 Slide No. 22

GARAGES OR DRIVEWAYS AND NO DOOR SHALL BE PERMITTED ON ANY RESIDENTIAL LOT. ONLY PICKUPS (PICKUPS, VANS) SHALL BE PERMITTED IN DRIVEWAYS AREAS. ALSO NO BOAT, TRAILER, CARAVAN (INCLUDING, BUT NOT LIMITED TO TRAILERS OR BOAT TRAILERS) SHALL BE PERMITTED EXCEPT WITHIN A GARAGE OR OTHER

TRASH AND WASTE: NO LOT SHALL BE PERMITTED TO BE USED AS A DUMPING GROUND FOR TRASH, RUBBISH, GARBAGE, SANITARY CONTAINERS, ALL EQUIPMENT, MATERIALS SHALL BE KEPT CLEAN AND OPEN PUBLIC VIEW. ALL RUBBISH, GARBAGE, OR OTHER MATERIALS SHALL BE REGULARLY REMOVED FROM A LOT AND ACCUMULATE THEREON.

STORAGE TANKS: ANY GAS OR OIL STORAGE TANK SHALL BE EITHER BURIED OR LOCATED IN AN AREA COMPLETELY CONCEALED FROM VIEW.

ANTENNAS: NO ANTENNA IN THIS SUBDIVISION SHALL BE PERMITTED ABOVE A ROOF PEAK.

SATELLITE DISHES: NO SATELLITE DISHES SHALL BE PERMITTED IN THIS SUBDIVISION.

GUTTERS AND DOWNSPOUTS: ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED OR GALVANIZED.

AWNINGS: NO METAL, FIBERGLASS OR PATIO COVERS SHALL BE PERMITTED ON THIS SUBDIVISION.

SWIMMING POOLS: NO ABOVE-GROUND SWIMMING POOLS SHALL BE PERMITTED IN THIS SUBDIVISION.

SOLAR HEAT PANELS: NO SOLAR HEAT PANELS SHALL BE PERMITTED ON ANY STRUCTURES IN THIS SUBDIVISION ENCLOSED WITHIN FENCED AREA AND NEIGHBORING LOTS AND THE STREETS AND ALLEYS.

MODULAR HOMES: MODULAR HOMES SHALL BE PERMITTED ON THIS SUBDIVISION.

STREET ACCESS: ALL LOTS SHALL BE PERMITTED TO HAVE STREET ACCESS TO THE SUBDIVISION. NO ACCESS IS PERMITTED FROM THE SUBDIVISION TO THE STREET.

DRAINAGE SWALES: DRAINAGE SWALES SHALL BE PERMITTED ON ROADWAYS AND WITHIN THE RIGHT-OF-WAY. SWALES SHALL NOT BE ALTERED, DUG OUT, FILLED OR COVERED WITHOUT THE WRITTEN PERMISSION OF THE DEVELOPER. SWALES MUST MAINTAIN THESE SWALES AS SURFACES. WATER FROM ROOFS OR PATIOS SHALL NOT BE DAMAGED BY SUCH WATER. DRAINAGE SWALES OR DITCHES ONLY WHEN APPROVED BY THE DEVELOPER. OTHER APPROVED STRUCTURES HAVE BEEN INSTALLED AND MUST BE PROTECTED ESPECIALLY AT METAL END SECTIONS, AND IF DAMAGED MUST BE REPLACED.

ANY PROPERTY OWNER ALTERING, CHANGING OR DITCHES WILL BE HELD RESPONSIBLE FOR THE COSTS OF SUCH WORK WHICH TIME, IF NO ACTION IS TAKEN, THE DEVELOPER SHALL BE RESPONSIBLE FOR ACCOMPLISHING AND THE BILL FOR SAID WORK SHALL BE PAID BY THE PROPERTY OWNER FOR IMMEDIATE PAYMENT.

WATER AND SEWAGE: NO PRIVATE OR COMMERCIAL SEWAGE DISPOSAL SYSTEM (SEPTIC TANK) SHALL BE PERMITTED ON ANY LOT OR LOTS IN THE SUBDIVISION.

NONEXCLUSIVE EASEMENT: WHENEVER A SUBSTANTIALLY CONTIGUOUS WITH A SEWAGE DISPOSAL SYSTEM (SEPTIC TANK) IS NECESSARY, THE OWNER OF SUCH LOT SHALL GRANT A NONEXCLUSIVE EASEMENT UPON THE ADJOINING PROPERTY TO THE DEVELOPER FOR THE INSTALLATION AND MAINTENANCE OF SUCH SEWAGE DISPOSAL SYSTEM. THIS EASEMENT SHALL RUN IN FAVOR OF THE OWNERS OF SAID LOTS AND MUNICIPAL UTILITY COMPANIES AND THE LIKE; PROVIDED, THERE SHALL BE A MINIMUM DISTANCE BETWEEN BUILDINGS OF 10 FEET AND BUILDINGS BACKING UP TO EACH OTHER.

AS OF GROUND ON THE FLAT MARKED
EASEMENTS ARE HEREBY CREATED
OPER DURING THE "DEVELOPMENT
E DECLARATION) FOR ACCESS TO AND
A DRAINAGE SYSTEM, EITHER BY
NDERGROUND INSTALLATIONS, FOR THE
AND (II) FOR THE NONEXCLUSIVE USE
NTY DRAINAGE BOARD OR ANY OTHER
Y FOR ACCESS TO AND MAINTENANCE,
INAGE SYSTEM AND COMMON AREAS,
OF ANY LOT IN THE SUBDIVISION
L BE REQUIRED TO KEEP THE PORTION
: FREE FROM OBSTRUCTIONS SO THAT
IT SHALL NOT BE DEEMED A LIMITATION
SE USE ANY SUCH EASEMENT IS CREATED
TT TO SUCH EASEMENT TEMPORARILY TO
R THE EXERCISE OF THE RIGHTS GRANTED
T FOR OTHER STRUCTURES SHALL BE
AGE EASEMENTS EXCEPT FOR FENCES,
AYS. THE OWNERS OF SUCH LOTS IN
E THEIR TITLE SUBJECT TO THE
V COUNTY DRAINAGE BOARD AND OTHER
TO SAID EASEMENTS HEREIN GRANTED
X THROUGH THE STRIPS SO RESERVED.

OUND ON THE FLAT MARKED "COMMON
REBY CREATED AND RESERVED:

VISUAL AND AESTHETIC ENJOYMENT OF

R DURING THE DEVELOPMENT PERIOD
TION AND DETENTION PONDS OR LAKES,
ANDS:

I AND DETENTION PONDS OR LAKES,
ANDS, AND,

ISE OF THE ASSOCIATION FOR THE
ENTION AND DETENTION PONDS OR
:OUNDS AND THE INSTALLATION,
PROVEMENT THERE TO.

FENCE, WALL, HEDGE OR SHRUB
ES AT ELEVATIONS BETWEEN 2 AND 6
ED OR PERMITTED TO REMAIN ON ANY
EA OR PERMITTED BY THE STREET PROPERTY
IS FEET FROM THE INTERSECTION OF SAID
HT LINE LIMITATIONS SHALL APPLY TO
SECTION OF A STREET LINE WITH THE
LEY LINE. NO TREE SHALL BE
TANCES OF SUCH INTERSECTION UNLESS
ENT HEIGHT TO PREVENT OBSTRUCTION

PAVED BY THE BUILDER AT THE TIME OF
E OF DRIVEWAYS THEREAFTER.
VING, SHALL CONFORM WITH AND BE
THE TIME OF ORIGINAL CONSTRUCTION.

TED ON A LOT SHALL HAVE A
WAY TO THE FRONT PORCH.

DISPLAYED TO THE PUBLIC VIEW ON
MORE THAN SIX (6) SQUARE FEET MAY BE
USE OF ADVERTISING THE PROPERTY FOR
USE LARGER SIGNS DURING THE SALE

(DOMESTIC ANIMALS FOR COMMERCIAL
ON ANY LOT OR LOTS IN THIS
R OTHERWISE OFFENSIVE ACTIVITY
THIS SUBDIVISION; NOR SHALL
Y BE OR MAY BECOME AN ANNOYANCE

FOR VEHICLES BELONGING TO
PERMANENT PARKING SPACES IN

No. 8919904
Slide No. 11

GARAGES OR DRIVEWAYS AND NO DISABLED VEHICLE SHALL BE OPENLY STORED
ON ANY RESIDENTIAL LOT. ONLY PASSENGER CARS, STATION WAGONS OR SMALL
TRUCKS (PICKUPS, VANS) SHALL BE REGULARLY PARKED IN RESIDENTIAL
AREAS. ALSO NO BOAT, TRAILER, CAMPER, OR MOTOR HOME OF ANY KIND
(INCLUDING, BUT NOT IN LIMITATION THEREOF, HOUSE TRAILERS, CAMPER
TRAILERS OR BOAT TRAILERS) SHALL BE KEPT OR PARKED UPON SAID LOT
EXCEPT WITHIN A GARAGE OR OTHER APPROVED STRUCTURE.

TRASH AND WASTE: NO LITTER, RUBBISH, GARBAGE OR OTHER WASTE SHALL BE DUMPING
GROUND FOR TRASH, RUBBISH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN
SANITARY CONTAINERS. ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH
MATERIALS SHALL BE KEPT CLEAN AND SHALL NOT BE STORED ON ANY LOT IN
OPEN PUBLIC VIEW. ALL RUBBISH, GARBAGE OR OTHER WASTE SHALL BE
REGULARLY REMOVED FROM A LOT AND SHALL NOT BE ALLOWED TO
ACCUMULATE THEREON.

STORAGE TANKS: ANY GAS OR OIL STORAGE TANKS USED IN CONNECTION WITH A
LOT SHALL BE EITHER BURIED OR LOCATED IN A GARAGE OR HOUSE SUCH THAT
THEY ARE COMPLETELY CONCEALED FROM PUBLIC VIEW

ANTENNAS: NO ANTENNA IN THIS SUBDIVISION SHALL EXCEED FIVE (5) FEET
ABOVE A ROOF PEAK.

SATELLITE DISHES: NO SATELLITE DISHES SHALL BE INSTALLED OR PERMITTED
IN THIS SUBDIVISION.

GUTTERS AND DOWNSPOUTS: ALL GUTTERS AND DOWNSPOUTS IN THIS
SUBDIVISION SHALL BE PAINTED OR OF A COLORED MATERIAL OTHER THAN GREY
GALVANIZED.

AWNINGS: NO METAL, FIBERGLASS OR SIMILAR TYPE MATERIAL AWNINGS OR
PATIO COVERS SHALL BE PERMITTED IN THIS SUBDIVISION.

SWIMMING POOLS: NO ABOVE-GROUND SWIMMING POOLS SHALL BE PERMITTED
IN THIS SUBDIVISION.

SOLAR HEAT PANELS: NO SOLAR HEAT PANELS SHALL BE PERMITTED ON ROOFS
OF ANY STRUCTURES IN THIS SUBDIVISION. ALL SUCH PANELS WILL BE
ENCLOSED WITHIN FENCED AREA AND SHALL BE CONCEALED FROM THE VIEW OF
NEIGHBORING LOTS AND THE STREETS.

MODULAR HOMES: MODULAR HOMES SHALL NOT BE PERMITTED IN THE
SUBDIVISION.

STREET ACCESS: ALL LOTS SHALL BE ACCESSED FROM THE INTERIOR STREETS OF
THE SUBDIVISION. NO ACCESS IS PERMITTED FROM MAIN STREET.

DRAINAGE SWALES: DRAINAGE SWALES (DITCHES) ALONG DEDICATED
ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED EASEMENTS, ARE
NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED OR OTHERWISE CHANGED
WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER. PROPERTY OWNERS
MUST MAINTAIN THESE SWALES AS SODDED GRASSWAYS, OR OTHER NONERODING
SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE
PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL
NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER
THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZED CULVERTS OR
OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE CITY ENGINEER.
CULVERTS MUST BE PROTECTED ESPECIALLY AT THE ENDS BY HEAD WALLS OR
METAL END SECTIONS, AND, IF DAMAGED ENOUGH TO RETARD THE WATER FLOW,
MUST BE REPLACED.

ANY PROPERTY OWNER ALTERING, CHANGING OR DAMAGING THESE DRAINAGE
SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE
GIVEN 10 DAYS NOTICE BY REGISTERED MAIL TO REPAIR SAID DAMAGE, AFTER
WHICH TIME, IF NO ACTION IS TAKEN, THE CITY WILL CAUSE SAID REPAIRS TO BE
ACCOMPLISHED AND THE BILL FOR SAID REPAIRS WILL BE SENT TO THE AFFECTED
PROPERTY OWNER FOR IMMEDIATE PAYMENT.

WATER AND SEWAGE: NO PRIVATE OR SEMI-PRIVATE WATER SUPPLY AND/OR
SEWAGE DISPOSAL SYSTEM (SEPTIC TANKS, ADSORPTION FIELDS, OR ANY OTHER
METHOD OF SEWAGE DISPOSAL) SHALL BE LOCATED OR CONSTRUCTED ON ANY LOT
OR LOTS IN THE SUBDIVISION.

NONEXCLUSIVE EASEMENT: WHENEVER A BUILDING IS CONSTRUCTED SO AS TO BE
SUBSTANTIALLY CONTIGUOUS WITH A SIDE LOT LINE, THEN TO THE EXTENT
NECESSARY, THE OWNER OF SUCH LOT IS HEREBY GRANTED A THREE (3) FOOT
ACCESS EASEMENT UPON THE ADJOINING LOT FOR MAINTENANCE AND THE
ENCROACHMENTS BY WALLS, EYES, ROOF OVERHANG, GUTTERS AND THE LIKE.
SAID NONEXCLUSIVE EASEMENT IS HEREBY GRANTED, AS NECESSARY OR
APPROPRIATE, FOR UNDERGROUND UTILITY LINES AND UTILITY SERVICE
WITHIN SAID THREE (3) FOOT EASEMENT AND SAID NONEXCLUSIVE EASEMENT
SHALL RUN IN FAVOR OF THE OWNERS OF SAID LOTS AND TO ALL PUBLIC
PRIVATE, AND MUNICIPAL UTILITY COMPANIES (INCLUDING CABLE TELEVISION
AND THE LIKE); PROVIDED, THERE SHALL BE MAINTAINED A MINIMUM
DISTANCE BETWEEN BUILDINGS OF 10' AND A MINIMUM DISTANCE BETWEEN
BUILDINGS BACKING UP TO EACH OTHER OF 20'.

PATIO EASEMENTS: CERTAIN LOTS WITHIN GATEWOOD SECTION 2 MAY BE IMPROVED WITH A RESIDENTIAL UNIT HAVING A PATIO AND PATIO AREA AT THE SIDE OF THE UNIT ("PATIO UNIT") RATHER THAN THE REAR. IN SUCH EVENT, THE WALL OF THE ADJACENT RESIDENTIAL UNIT FACING SUCH PATIO UNIT SHALL BE CONSTRUCTED WITHOUT WINDOWS (EXCEPTING WHERE THERE IS A DIVIDING PATIO FENCE) BELOW A POINT WHICH IS SEVEN (7) FEET ABOVE THE FINISHED FLOOR ELEVATION, AND THE OWNERS OF SUCH PATIO UNIT SHALL HAVE AN EXCLUSIVE EASEMENT OF THE USE OF THE AREA EXTENDING FROM THE EXTERIOR WALL OF THE PATIO UNIT TO THE EXTERIOR WALL OF THE ADJACENT RESIDENTIAL UNIT OR TO THE DIVIDING PATIO FENCE. IN THE CASE OF THE ADJACENT PATIO UNITS, AND RUNNING THE LENGTH OF THE EXTERIOR OF SUCH ADJACENT PATIO UNITS, THE OWNER OF THE PATIO UNIT SHALL MAINTAIN SUCH AREA (EXCLUDING THE EXTERIOR WALL OF THE ADJACENT UNIT). THE OWNER OF THE ADJACENT UNIT SHALL HAVE THE RIGHT AND EASEMENT TO ENTER SUCH AREA AS IS NECESSARY TO MAINTAIN HIS RESIDENTIAL UNIT. NO FENCES, EXCEPT THOSE FENCES INSTALLED BY THE DEVELOPER, SHALL BE ERRECTED IN SUCH AREA WITHOUT THE WRITTEN CONSENT OF THE OWNERS AND COMMITTEE.

FENCES: NO FENCE SHALL BE HIGHER THAN SIX (6) FEET. NO FENCING SHALL EXTEND FORWARD OF THE FURTHEST BACK FRONT CORNER OF THE RESIDENCE. FENCING STYLE AND COLOR SHALL BE CONSISTENT WITH THIS SUBDIVISION.

CHAIN LINK FENCES MUST HAVE A BROWN OR BLACK FINISH. NO FENCES, EXCEPT THOSE FENCES INSTALLED INITIALLY BY THE DEVELOPER OR FENCES NOT EXCEEDING FOUR (4) FEET IN HEIGHT, SHALL BE ERRECTED WITHOUT THE WRITTEN CONSENT OF THE DEVELOPMENT CONTROL COMMITTEE.

ENFORCEMENT: THE RIGHT TO ENFORCE THE WITHIN PROVISIONS, RESTRICTIONS AND COVENANTS BY INJUNCTION WITH THE RIGHT TO CAUSE REMOVAL BY DUE PROCESS OF LAW OF ANY SEPTIC TANK ABSORPTION BED OR STRUCTURE ERRECTED OR MAINTAINED IN VIOLATION THEREOF IS HEREBY DEDICATED AND RESERVED TO THE OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION, THEIR HEIRS AND ASSIGNS, AND WHO SHALL BE ENTITLED TO SUCH RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO ANY SUCH OWNER OR OWNERS BY OR THROUGH ANY SUCH VIOLATION OR ATTEMPTED VIOLATION.

THE NOBLESVILLE PLAN COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE NOBLESVILLE PLAN COMMISSION. PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE NOBLESVILLE PLAN COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAN COMMISSION OF BOARD OF ZONING APPEALS.

DEVELOPMENT STANDARDS:

FOLLOWING ARE THE DEVELOPMENT STANDARDS FOR GATEWOOD SECTIONS 1 & 2 APPROVED BY THE NOBLESVILLE BOARD OF ZONING APPEALS AS VARIANCE PETITION RR-12-1048.

1. MINIMUM LOT SIZE SHALL BE 5,000 SQUARE FEET.
2. MINIMUM LOT WIDTH AT THE BUILDING SETBACK LINE SHALL BE 50 LINEAL FEET.
3. MINIMUM LOT FRONTAGE AT THE RIGHT-OF-WAY LINE SHALL BE 35 LINEAL FEET.
4. MINIMUM SIDE YARD SETBACK SHALL BE ZERO (0) LINEAL FEET FOR THE DWELLING UNIT; MINIMUM AGGREGATE SIDE YARD SETBACK SHALL BE TEN (10) LINEAL FEET.
5. MINIMUM FRONT YARD SETBACK FOR THE DWELLING UNIT SHALL BE FIFTEEN (15) LINEAL FEET; MINIMUM FRONT YARD SETBACK FOR GARAGES SHALL BE TWENTY (20) LINEAL FEET.
6. NO MORE THAN FORTY (40) HOMES IN SECTION 1 SHALL CONSIST OF 850 TO 960 SQUARE FEET OF LIVING AREA, AND ALL OTHER HOMES SHALL BE A MINIMUM SIZE OF 960 SQUARE FEET.

TERM: THE WITHIN COVENANTS, LIMITATIONS, AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER THEM. THESE COVENANTS SHALL BE IN FULL FORCE AND EFFECT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM RECORDING DATE AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART. INVALIDATION OF ANY OF THE COVENANTS BY JUDGEMENT OF COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THESE PLAT RESTRICTIONS ARE FI
COVENANTS, CONDITIONS AND RE
_____ IN THE OFFICE OF TH

IN WITNESS WHEREOF, THE C.P.M
EXECUTIVE VICE PRESIDENT HAVE
SUBSCRIBED THIS 21 DAY

THE C.
W
WILL,

STATE OF INDIANA)
COUNTY OF HAMILTON)

BEFORE ME, THE UNDERSIGNED, A
STATE, PERSONALLY APPEARED T
EXECUTIVE VICE PRESIDENT AND A
FOREGOING INSTRUMENT AS ITS
SIGNATURE THERETO.

WITNESS MY SIGNATURE AND MY
NOTARY PUBLIC D. Watson

MY COMMISSION EXPIRES 12/1/11

THIS INSTRUMENT PREPARED BY
PRESIDENT THE C.P. MORGAN CO.

PLAN COMMISSION: UNDER AUTH
P.L. 309 ENACTED BY THE GENERA
ALL ACTS AMENDATORY OR SUPPL
ADOPTED BY THE COMMON COUNC
PLAT WAS GIVEN APPROVAL BY TH
ADOPTED BY THE NOBLESVILLE PL
1992/5/27 1/6, 1989.

Ed Watson
EDWARD WATSON

I, STEVEN HUNTLEY, DIRECTOR OF
NOBLESVILLE, HEREBY CERTIFY T
PLAT MEETS ALL OF THE MINIMUM
PLAN OF NOBLESVILLE, INDIANA,
CONTAINED IN THE CODE OF ORDIN
11, 1941 AS AMENDED:

UNDER AUTHORITY PROVIDED BY
THE GENERAL ASSEMBLY OF THE S
SUPPLEMENTARY HERETO, THIS PI
COMMISSIONERS OF COUNTY OF H
1989.

BOARD OF COMMISSIONERS OF COOL
Steve A. Holt
STEVEN A. HOLT

Steven C. Dillenger
STEVEN C. DILLENGER

THESE PLAT RESTRICTIONS ARE FURTHER SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT # _____ IN THE OFFICE OF THE RECORDER, HAMILTON COUNTY, INDIANA.

IN WITNESS WHEREOF, THE C.P. MORGAN CO., INC., BY WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT HAVE HERETO CAUSE ITS AND THEIR NAMES TO BE SUBSCRIBED THIS 21 DAY OF JUNE, 1989.

THE C.P. MORGAN CO., INC.
William B. Blake
WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE C.P. MORGAN CO., INC., WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS ITS VOLUNTARY ACT AND DEED AND AFFIXED THEIR SIGNATURE THERETO.

WITNESS MY SIGNATURE AND NOTARIAL SEAL THIS 21 DAY OF JUNE, 1989
NOTARY PUBLIC Debra A. Huntley DEBRA K. GUYTON
MY COMMISSION EXPIRES 12/1/92 COUNTY OF RESIDENCE MARION

THIS INSTRUMENT PREPARED BY WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT THE C.P. MORGAN CO., INC.

PLAN COMMISSION: UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY OR SUPPLEMENTARY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF NOBLESVILLE, AS FOLLOWS:

ADOPTED BY THE NOBLESVILLE PLAN COMMISSION AT A MEETING HELD Monday 16, 1989.

NOBLESVILLE PLAN COMMISSION
Steven R. Huntley
SECRETARY, STEVEN HUNTLEY

Ed Watson
EDWARD WATSON

STEVEN HUNTLEY, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA, AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE, DECEMBER 11, 1961 AS AMENDED:

Steven R. Huntley
DIRECTOR OF PLANNING AND DEVELOPMENT
STEVEN HUNTLEY

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ACTS AMENDATORY OR SUPPLEMENTARY HERETO, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COMMISSIONERS OF COUNTY OF HAMILTON AT A MEETING HELD _____, 1989.

BOARD OF COMMISSIONERS OF COUNTY OF HAMILTON
F. G. Goldberg
FEG L. GOLDBERG

Steven A. Holt
STEVEN A. HOLT
Polly Pearce
ATTEST: POLLY PEARCE

ON 2' MAY BE
PATIO AREA AT THE
N SUCH EVENT, THE
TIO UNIT SHALL BE
E IS A DIVIDING
E THE FINISHED
ALL HAVE AN
OM THE EXTERIOR
AGENT RESIDENTIAL
ADJACENT PATIO
ADJACENT UNIT.
(EXCLUDING THE
. ADJACENT UNIT
A AS IS NECESSARY
SE FENCES
AREA WITHOUT THE

TENCING SHALL
THE RESIDENCE.
; SUBDIVISION.

NO FENCES, EXCEPT
FENCES NOT
ABOUT THE WRITTEN

DNS, RESTRICTIONS
REMOVAL BY DUE
RUCTURE ERECTED
ED AND RESERVED
THEIR HEIRS AND
IOUT BEING
OWNER OR OWNERS
TION.

ASSIGNS, SHALL
/ENANTS,
AINED IN THIS PLAT
NS OR LIMITATIONS
COMMISSION;
RUE TO PREVENT
PROVISIONS OF THE
DITIONS ATTACHED
ARD OF ZONING

OOD SECTIONS 1 & 2
S AS VARIANCE

LINE SHALL BE 50

LINE SHALL BE 35

LINEAL FEET FOR
RD SETBACK SHALL

ING UNIT SHALL BE
ETBACK FOR

ALL CONSIST OF 850
R HOMES SHALL BE A

CTIONS ARE TO RUN
LAIMING UNDER
ECT FOR A PERIOD OF
R TIME SAID
CESSIVE PERIODS OF
HEN OWNERS OF THE
R IN PART.
P COURT ORDER
WHICH SHALL

Instrument No. 8916
P.C. No. _____ Slide # _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GATEWOOD

THIS DECLARATION was this 15th day of February, 1990, by THE C.P. MORGAN CO., INC., an Indiana corporation ("Developer"),

WITNESSETH:

WHEREAS, Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Gatewood, a single family housing development in Fishers, Indiana (the "Development"), and will be more particularly described on the Plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Hamilton County, Indiana (the "Plats"); and

WHEREAS, 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 contained herein and as set forth in the Plats (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof;

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the 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 Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege to exclude any real estate from the Development, or to include additional real estate in the Development, including real estate adjacent to the Development.

i. Definitions. The following are the definitions of the terms as they are used in this Declaration:

A. "Assessment" shall mean the share of the Common Expenses imposed on each lot or other special assessments, as determined and levied pursuant to the provisions of paragraph 5 hereof.

B. "Association" shall mean the Gatewood Homeowners' Association, Inc., an Indiana not-for-profit corporation formed or to be formed under the Indiana Not-For-Profit Corporation Act of 1971, as amended.

C. "Board" shall mean the Board of Directors of the Association.

D. "Committee" shall mean the Development Control Committee, composed of three (3) members of the Association appointed by the Board. The members of the Committee shall serve for one (1) year terms, but are subject to removal by the Board at any time with or without cause. Any vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary, Developer shall have the power as a matter of authority of the Committee during the Development period.

5. "Common Area(s)" shall mean those areas and all improvements, including easements set aside for recreation areas, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, as defined herein, the shoreline area of the Lakes as shown on the Plats and any other areas so designated on the Plats.

F. "Common Expenses" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

I. "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana. Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-6-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgage taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. Organization and Duties of Association.

A. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each

...with some votes cast in the event that any one lot shall be sold to more than one person, purchaser, trust, corporation, or other entity, they shall be treated collectively as one member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

Y. General Powers of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the same place and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 10 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be cancelled or substantially modified for any reason.

F. Condemnation, Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by

The Board of Directors of the Association shall determine the maintenance of the walls and any necessary repairs and alterations, including and including alterations or improvements to walls and with such maintenance shall be as described. Any sums received by the Association shall be applied, first, to the restoration and repair of any Common Areas concerned, damaged or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

F. Transfer of Control of the Association. Developer shall transfer control of the Association to the Owners prior to the expiration of the Development Period.

G. Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgage holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

3. Powers of Committee.

A. In General. No painting, building structure fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot without the prior written approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the lot and the location of the improvements proposed to be constructed or placed upon the lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a lot by the Developer, for fences not extending beyond the furthest back front corner of the residence on the lot and not exceeding four (4) feet in height, or playground facilities, decks, patios or similar items not patently visible from the street. Chain link fences must have a black or brown factory finish. Wood fences shall be painted or stained in a color compatible with the residence.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;

1/10/58

(2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been received. A copy of submitted materials 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, it shall specify the reason or reasons therefor. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit, or similar permit, from the Town of Fishers, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, no. for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Adjacent Contiguous Lots Having One Owner. Whenever two or more contiguous lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If permission is granted, such a use shall be treated as a single lot for the purpose of determining the Assessment and for applying these Restrictions to said lots, so long as such lots remain improved with one single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or the Code Enforcement Division of the Town of Fishers, or other applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party for an estoppel of that party to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

5. Covenants for Maintenance Assessment.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes

1/20/2014

and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair, or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessment of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above

7000.082

date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

G. DUTIES OF THE ASSOCIATION.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-Laws or this Declaration which is not cured within sixty (60) days.

H. NON-PAYMENT OF ASSESSMENTS; REMEDIES OF ASSOCIATION.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in paragraph ii hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce

payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's Attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and Attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

6. Effect of Becoming an Owner. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. Control of the Lakes and Common Areas.

A. Control by the Board. The Board shall regulate and control the use of the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lakes or the Common Areas.

(b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lakes or the Common Areas.

(c) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Lakes and the Common Areas, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lakes and the Common Areas.

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.

(e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph B shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring December 31, 2013, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 10 hereof

10. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

(vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to correct clerical

or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (f) for any purpose if such amendment or supplement is recorded prior to the earlier of (i) the date on which Developer has sold fifty percent (50%) of the Lots in the Development, or (ii) two (2) years after the date of recordation of this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

11. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Gatewood to be executed this 15 day of February, 1990.

RECEIVED
FOR RECORD
FEB 20 1 28 PM '90
CLERK OF COURTS
HAMILTON CO IN
JEFFERSON K. OBER
STATE OF INDIANA)
COUNTY OF Hamilton) SS:

THE C. P. MORGAN CO., INC.

By: William B. Blake
William B. Blake, Executive
Vice-President

Before me, a Notary Public in and for said County and State, personally appeared William B. Blake, the Executive Vice-President of C.P. Morgan Co., Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Gatewood on behalf of such corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of February, 1990.



Lewis E. Willis
Lewis E. Willis, Notary Public

My Commission Expires: 2/2/92
My County of Residence is: Hamilton
This instrument was prepared by Lewis E. Willis, Jr., Attorney at Law.

EXHIBIT "A"

Part of the Southwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, described as follows:

Commencing at the Southwest corner of said quarter section; thence North 00 degrees 11 minutes 07 seconds East (assumed bearing) along the West line thereof a distance of 890.05 feet to the Point of Beginning; thence continuing North 00 degrees 11 minutes 07 seconds East along said West line a distance of 1634.57 feet to a Southwest corner of a tract of land described in a deed to J. and J. Crawford recorded in Deed Record 205, page 67 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 53 minutes 01 seconds East parallel with the North line of said North section and along a South line of said Crawford tract a distance of 1203.80 feet to a corner of said Crawford tract; said corner lying 2.7 feet West and 0.5 feet South of a fence corner post; thence South 00 degrees 19 minutes 42 seconds West a distance of 1664.73 feet to a point on the Northwesterly right of way line of Allisonville Road as shown per Indiana State Highway Commission plans for Project No. 297, Section B (1938), said point lying 2.7 feet West and 5.7 feet South of a fence corner post; thence South 40 degrees 24 minutes 57 seconds West along said Northwesterly right of way line a distance of 80.00 feet; thence North 49 degrees 35 minutes 03 seconds West perpendicular to said right of way line a distance of 38.62 feet; thence North 89 degrees 48 minutes 53 seconds West perpendicular to the West line of said Southwest Quarter a distance of 1118.62 feet to the Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

Part of the Southwest Quarter of Section 2, Township 17 North, Range 4 East, in Hamilton County, Indiana, described as follows:

Commencing at the Southwest corner of said quarter section; thence North 00 degrees 11 minutes 07 seconds East (assumed bearing) along the West line thereof a distance of 2069.65 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" at the Point of Beginning; thence continuing North 00 degrees 11 minutes 07 seconds East along said West line a distance of 158.97 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" at a point distant 115.00 feet South of the Northwest corner of said Southwest Quarter, said point being a Southwest corner of a tract of land described in a deed to J. and J. Crawford recorded in Deed Record 205, Page 69 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 53 minutes 01 seconds East parallel with the North line of said quarter section and along a South line of said Crawford tract a distance of 1203.80 feet to a 5/8 inch rebar with yellow cap marked "Schweigger Engr. Corp" being a corner of said Crawford tract, said corner lying 2.7 feet West and 0.5 feet South of a fence corner post; thence South 00 degrees 19 minutes 42 seconds West a distance of 1604.78 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on the Northwesterly right of way line of Allisonville Road as shown per Indiana State Highway Commission plans for Project No. 297, Section B(1938), said point lying 2.7 feet West and 5.7 feet South of a fence corner post; thence South 40 degrees 24 minutes 57 seconds West along said Northwesterly right of way line a distance of 80.00 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" thence North 49 degrees 35 minutes 03 seconds West perpendicular to said right of way line a distance of 38.62 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp", thence North 32 degrees 40 minutes 31 seconds West a distance of 83.69 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a non tangent curve having a radius of 191.20 feet, from which the radius point bears South 57 degrees 59 minutes 46 seconds West; thence Northwesterly along said curve an arc distance of 36.81 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears North 37 degrees 26 minutes 34 seconds East from said radius point; thence North 37 degrees 01 minutes said curve an arc distance of 41.19 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 175.00 feet from which the radius point bears North 37 degrees 58 minutes 34 seconds East; thence Northwesterly along said curve an arc distance of 64.51 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears South 59 degrees 05 minutes 44 seconds West from said radius point; thence North 30 degrees 54 minutes 16 seconds West a distance of 101.13 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 125.00 feet from which the radius point bears South 59 degrees 05 minutes 44 seconds West; thence Northwesterly along said curve an arc distance of 57.67 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears North 32 degrees 39 minutes 37 seconds East from said radius point; thence North

911 2882

57 degrees 20 minutes 21 seconds West a distance of 52.06 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp" on a curve having a radius of 175.00 feet from which the radius point bears North 32 degrees 39 minutes 37 seconds East; thence Northwesterly along said curve an arc distance of 163.25 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp" which bears South 86 degrees 06 minutes 30 seconds West from said radius point; thence North 03 degrees 53 minutes 30 seconds West a distance of 166.39 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp" on a curve having a radius of 575.00 feet from which the radius point bears South 86 degrees 06 minutes 30 seconds West; thence Northwesterly along said curve an arc distance of 190.28 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp" at a point of compound curvature which bears North 67 degrees 08 minutes 54 seconds East from said radius point and which also bears North 67 degrees 08 minutes 54 seconds East from the radius point of a curve having a radius of 275.00 feet; thence Northwesterly along said curve an arc distance of 198.18 feet to a point which bears North 25 degrees 51 minutes 30 seconds East from said radius point; thence South 23 degrees 11 minutes 45 seconds West on a non radial line a distance of 84.61 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 66 degrees 48 minutes 15 seconds West a distance of 153.27 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 23 degrees 11 minutes 45 seconds East a distance of 199.91 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 56 degrees 48 minutes 15 seconds West a distance of 103.45 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 23 degrees 11 minutes 45 seconds East a distance of 50.00 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 12 degrees 28 minutes 12 seconds East a distance of 38.34 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 00 degrees 00 minutes 00 seconds West a distance of 116.92 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence South 89 degrees 53 minutes 01 seconds West a distance of 84.34 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence South 18 degrees 19 minutes 51 seconds West a distance of 215.15 feet to a 5/8 inch rebar with yellow cap marked "Schmeider Engr. Corp"; thence North 89 degrees 48 minutes 53 seconds West a distance of 251.26 feet to the Point of Beginning.

0.000000

Part of the Southwest Quarter of Section 2, Township 17 North, Range 4 East, in Hamilton County, Indiana, described as follows:

Commencing at the Southwest corner of said quarter section; thence North 00 degrees 11 minutes 07 seconds East (assumed bearing) along the West line thereof a distance of 2065.65 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" at the Point of Beginning; thence continuing North 00 degrees 11 minutes 07 seconds East along said West line a distance of 458.97 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" at a point distant 115.00 feet South of the Northwest corner of said Southwest Quarter, said point being a Southwest corner of a tract of land described in a deed to J. and I. Crawford recorded in Deed Record 205, Page 69 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 53 minutes 01 seconds East parallel with the North line of said quarter section and along a South line to said Crawford tract a distance of 1203.80 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" being a corner of said Crawford tract, said corner lying 2.7 feet West and 0.5 feet South of a fence corner post; thence South 00 degrees 19 minutes 42 seconds West a distance of 1604.78 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on the Northwesterly right of way line of Allisonville Road as shown per Indiana State Highway Commission plans for Project No. 297, Section B(1938), said point lying 2.7 feet West and 5.7 feet South of a fence corner post; thence South 40 degrees 24 minutes 57 seconds West along said Northwesterly right of way line a distance of 80.00 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp", thence North 49 degrees 35 minutes 03 seconds West perpendicular to said right of way line a distance of 38.62 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp", thence North 42 degrees 40 minutes 31 seconds West a distance of 83.69 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a non tangent curve having a radius of 191.20 feet, from which the radius point bears South 57 degrees 59 minutes 46 seconds West; thence Northwesterly along said curve an arc distance of 66.81 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears North 37 degrees 58 minutes 34 seconds East from said radius point; thence North 52 degrees 01 minutes 26 seconds West a distance of 41.19 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 175.00 feet from which the radius point bears North 37 degrees 58 minutes 34 seconds East; thence Northwesterly along said curve an arc distance of 64.51 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears South 59 degrees 05 minutes 44 seconds West from said radius point; thence North 30 degrees 54 minutes 16 seconds West a distance of 101.13 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 125.00 feet from which the radius point bears South 59 degrees 05 minutes 44 seconds West; thence Northwesterly along said curve an arc distance of 57.67 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears North 32 degrees 39 minutes 37 seconds East from said radius point; thence North 32 degrees 39 minutes 37 seconds East from said radius point; thence North 37 degrees 20 minutes 23 seconds West a distance of 52.06 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 175.00 feet from which the radius point bears North 32 degrees 39 minutes 37 seconds East; thence Northwesterly along said curve an arc distance of 163.25 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which bears South 86 degrees 06 minutes 30 seconds West from said radius point; thence North 03 degrees 53 minutes 30 seconds West a distance of 166.39 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 575.00 feet from which the radius point bears South 86 degrees 06 minutes 30 seconds West; thence Northwesterly along said curve an arc distance of 190.28 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" at a point of compound curvature which bears North 67 degrees 08 minutes 54 seconds West from said radius point and which also bears North 67 degrees 08 minutes 54 seconds West from the radius point of a curve having a radius of 275.00 feet; thence Northwesterly along said curve an arc distance of 198.18 feet to a point which bears North 25 degrees 51 minutes 30 seconds East from said radius point; thence South 23 degrees 11 minutes 45 seconds West on a non radial line a distance of 84.61 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 66 degrees 48 minutes 15 seconds West a distance of 153.27 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 23 degrees 11 minutes 45 seconds East a distance of 199.91 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 66 degrees 48 minutes 15 seconds West a distance of 103.45 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 23 degrees 11 minutes 45 seconds East a distance of 50.00 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 12 degrees

9003882

28 minutes 12 seconds East a distance of 38.34 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 00 degrees 00 minutes 00 seconds West a distance of 146.92 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence South 89 degrees 53 minutes 01 seconds West a distance of 64.34 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence South 18 degrees 19 minutes 52 seconds West a distance of 215.35 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 89 degrees 48 minutes 53 seconds West a distance of 251.25 feet to the Point of Beginning.

This plat is a true and correct copy of the original filed for record in the office of the County Clerk of the County of Hamilton, IN
1929

9003882