

1. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Michigan.
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STATE OF MICHIGAN
COUNTY OF HURON

RECORDED FOR
DAY OF
COUNTY OF HURON

FILED
AUG 6 1941
COUNTY CLERK

This instrument was prepared by Paul I. Grier, Inc., this 12th day of February, 1941, by James E. Dugan, Secretary.

PAUL I. GRIER, INC.
ATTORNEYS AT LAW



FINAL APPROVAL
JAMES E. DUGAN
SECRETARY

VOID UNLESS RECORDED
AUG 7 1941

64 / 39530

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SECTION 111, TOWN OF GATEWAY, COUNTY OF ALBERTA, PROVINCE OF ALBERTA. THIS PLAN IS A PART OF A LARGER PLAN CONSISTING OF 100 LOTS, BEING A PART OF THE GATEWAY WEST COMMUNITY DEVELOPMENT PROJECT, BEING A PART OF THE GATEWAY WEST COMMUNITY DEVELOPMENT PROJECT, BEING A PART OF THE GATEWAY WEST COMMUNITY DEVELOPMENT PROJECT.

APPROVED BY: [Signature]
 DATE: [Date]
 FOR: [Name]
 COUNTY: [County]

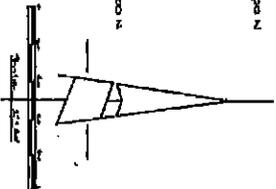


GATEWAY TOWNHOUSE ADDITION

Plans prepared by [Name], [Address], [City], [Province].

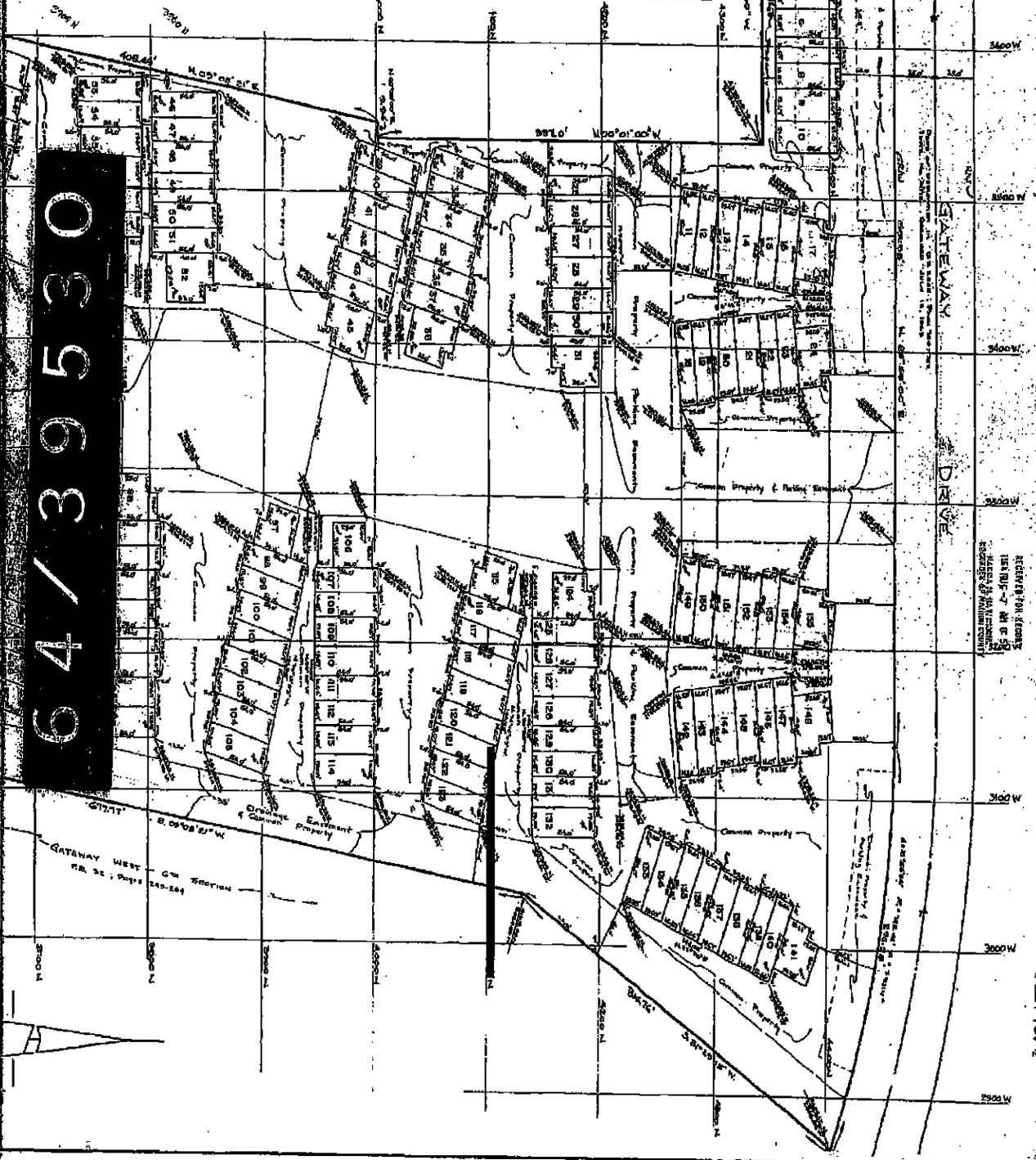
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FINAL APPROVAL
 [Signature]
 [Date]



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Block	Lot	Area (sq. ft.)	Area (sq. ft.)
1	1	1,111.42	1,111.42
1	2	1,111.42	1,111.42
1	3	1,111.42	1,111.42
1	4	1,111.42	1,111.42
1	5	1,111.42	1,111.42
1	6	1,111.42	1,111.42
1	7	1,111.42	1,111.42
1	8	1,111.42	1,111.42
1	9	1,111.42	1,111.42
1	10	1,111.42	1,111.42
1	11	1,111.42	1,111.42
1	12	1,111.42	1,111.42
1	13	1,111.42	1,111.42
1	14	1,111.42	1,111.42
1	15	1,111.42	1,111.42
1	16	1,111.42	1,111.42
1	17	1,111.42	1,111.42
1	18	1,111.42	1,111.42
1	19	1,111.42	1,111.42
1	20	1,111.42	1,111.42
1	21	1,111.42	1,111.42
1	22	1,111.42	1,111.42
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1	28	1,111.42	1,111.42
1	29	1,111.42	1,111.42
1	30	1,111.42	1,111.42
1	31	1,111.42	1,111.42
1	32	1,111.42	1,111.42
1	33	1,111.42	1,111.42
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1	39	1,111.42	1,111.42
1	40	1,111.42	1,111.42
1	41	1,111.42	1,111.42
1	42	1,111.42	1,111.42
1	43	1,111.42	1,111.42
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1	48	1,111.42	1,111.42
1	49	1,111.42	1,111.42
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1	53	1,111.42	1,111.42
1	54	1,111.42	1,111.42
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1	70	1,111.42	1,111.42
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1	97	1,111.42	1,111.42
1	98	1,111.42	1,111.42
1	99	1,111.42	1,111.42
1	100	1,111.42	1,111.42



ACTIVITY FOR STREETS
MAY 1957
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MAY 1957

CROSS REFERENCE

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CROSS REFERENCE

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 29th day of June
A.D. 1964, by GATEWAY CORPORATION, hereinafter called Declarant.

RECORDED FOR RECORD
JUN 10 1964
AMERICAN RECORDE
REGISTER OF MARSHAL CO. INDY

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Indiana, as a non-profit corporation, GATEWAY WEST TOWNHOUSE CORPORATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, GATEWAY CORPORATION declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

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ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Corporation" shall mean and refer to the GATEWAY WEST TOWNHOUSE CORPORATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II; hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties with the exception of Common Properties as herein before defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Multi-Family Structure" shall mean and refer to any building containing two or more Dwelling Units under one roof except when each such Dwelling Unit is situated upon its own individual lot.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Marion County, Indiana, and is more particularly described as follows:

Gateway Townhouse Addition, as per the Plat recorded on
August 7, 1964 as Document Number 64-39530
in the office of the Recorder of Marion County, Indiana.

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all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Easement to Owner. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 3. Covenant to Convey. Declarant hereby covenants and declares that all areas now owned by it which are not included in the definition of "Lot" are to be conveyed to the Corporation on or before January 1, 1965 by a good and sufficient Warranty Deed free and clear of all liens and encumbrances except the lien of current taxes and easements and restrictions of record.

Section 4. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Upon approval in writing of the Corporation pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Upon a merger or consolidation of the Corporation with another corporation as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration with the Existing property except as hereinafter provided.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is part of The Properties shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Parking Space. One parking space shall be assigned by the Corporation to each Dwelling Unit.

Section 3. Voting Rights. The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in this Article III, Section 1, with the exception of GATEWAY CORPORATION. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be mem-

~~bers of the Corporation, and the vote shall be exercised by them among themselves during the term of their ownership.~~

Class B. Class B members shall be GATEWAY CORPORATION. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Article III, provided however, that the Class B membership shall be cancelled and cease to exist after two years from the date of incorporation.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant for each Lot owned by it within The Properties hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection,

thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Gateway Townhouse Addition and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance for the Common Properties, the grass cutting, yard maintenance and snow removal of the Common Properties and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties. The assessment shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of the Properties and/or the individual Dwelling Units as the Board of Directors may, by appropriate action, from time to time authorize.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 19 67 the annual assessment shall be Sixty Dollars (\$ 60.00) per Lot. From and after January 1, 19 67 the annual assessment may be increased by vote of the Owners, as hereinafter provided, for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years.

The Board of Directors of the Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose

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of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement.

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The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof,) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay

such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8 % per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. "Junior Lien" Provision. If any premises subject to the lien thereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

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ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the houses upon The Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

No exterior additions or alterations to any building situated upon The Properties nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to

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surrounding structures and topography by an Architectural committee composed of the Board of Directors of the Corporation, or by three or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VII

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by GATEWAY WEST TOWNHOUSE CORPORATION, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 35 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by GATEWAY WEST TOWNHOUSE CORPORATION or any Owner to enforce any covenant or restriction hereincontained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant, GATEWAY CORPORATION, has caused this document to be executed by its duly authorized officers the day, month and year first mentioned.

GATEWAY CORPORATION

JOHN G. HART

By John G. Hart Executive Vice President

(SEAL)

ATTEST:

John R. Gallagher
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, on this 29th day of June, 1964 personally appeared GATEWAY CORPORATION by John G. Hart, its Executive Vice President, and John R. Gallagher, its Assistant Secretary who personally acknowledged the execution of the foregoing instrument as their free and voluntary act and deed.

WITNESS my hand and Notarial Seal the date last above written.



Margaret J. Kase
Notary Public
Margaret J. Kase

Commission Expires:
March 13, 1968

This instrument was prepared by Rodger D. Branigan Jr. on June 27, 1964.

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