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 DECLARATION OF COVENANTS, CONDITIONS  
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 AND RESTRICTIONS

**STOP**

FOR  
 BROADFIELD CENTER



MERRILLVILLE, INDIANA

STATE OF INDIANA/S.S. NO.  
 TAXED BY  
 \$100.00  
 MAY 27 2 22 PM '90  
 ROBERT H. REEDER

86.50

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**MASTER  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
BROADFIELD CENTER**

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This Declaration of Covenants, Conditions and Restrictions is made this day by the Mercantile National Bank of Indiana as Trustee of Trust No. 3304 and the Mercantile National Bank of Indiana as Trustee of Trust No. 5171 (hereinafter referred to as "Declarants"); each as to the real estate owned by each respectively;

**W I T N E S S E T H:**

WHEREAS, Declarants are together the separate owners of all of the real property described on Schedule "I" hereto (herein the "Properties"); and

WHEREAS, Declarants intend by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lots (as defined herein) within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarants desire to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarants hereby declare, each with respect to that portion of the Properties separately owned by each, that all of the Properties and any additional property as may by Subsequent Amendment be added to and subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner.

**ARTICLE I  
DEFINITIONS**

Section 1. "Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes stated herein and as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below. The Assessment shall be levied against Owners of Lots for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

Section 2. "Association" shall mean and refer to Broadfield Center Owners Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns. The "Board of

Directors" or "Board" shall be the elected body having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with the Articles of Incorporation and By-Laws, attached hereto as Exhibits "A" and "B".

Section 3. "Common Areas" shall mean, at any given time, all of the Property, other than Lots and areas intended to be platted as Lots, which is for the benefit, use and enjoyment of the Owners, but not including streets and roadways dedicated to public use by a plat or deed of dedication, the maintenance, repair and replacement of which has been assumed by the Town of Merrillville, Indiana. Common Areas shall include without exception, but shall not be limited to, entryway architecture and landscaping, all landscaped areas of transition between Lots and real estate other than the Properties, and between Lots and streets, roadways and other areas dedicated to public use by plat or deed of dedication, retention ponds and other storm water retention or detention facilities, walkways, and street lights which service any of the foregoing and such other areas as may be designated as Common Areas from time to time by the Board of Directors, or by agreement between the Association and the Town. The Association shall, from time to time, make available to all Owners, and to the Town, a location map showing all Common Areas. Notwithstanding the foregoing, a majority of Owners, or the Town may require the preparation of such location map and its distribution to all Owners and the Town, upon not less than sixty (60) days written request for same. Common Areas may, but shall not be required to be, conveyed to and owned by the Association.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including those associated with satisfying the Association's responsibilities under Article IV and otherwise under this Declaration; and any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 5. "Developer" shall mean William J. Brant, Jr., agent for the beneficiaries of Declarants, and his successors and assigns in such capacity. The Developer, whose principal office is located at 2001 North Cline Avenue, Griffith, Indiana, shall act on behalf of the Declarants in the performance of the rights and responsibilities of the Declarants until the Declarants record in the Office of the Recorder of Lake County, Indiana, a notice setting forth the name and address of a replacement appointed to act on behalf of the Declarants hereunder.

Section 6. "Improvements" shall mean and include, but not be limited to, buildings, utility lines and facilities, storm water drainage and retention or detention facilities, parking areas, loading areas, landscaping, mass plantings, poles, signs, and all structures of any type or kind whatsoever.

Section 7. "Lot" shall mean one of the subdivided lots of the Properties intended for any type of independent ownership, or, a portion thereof, separately conveyed. For purposes of this

Declaration, a Lot shall come into existence upon the recording of a subdivision plat for any portion of the Properties, or upon the recording of this Declaration, whichever is later.

Section 8. "Member" shall mean and refer to a person or entity entitled to Membership in the Association, as provided herein. The Declarants shall be Members as to any part of the Property owned by Declarants.

Section 9. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 10. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 11. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 12. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Lot including the Declarants, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section 13. "Person" means a natural person, a corporation, a partnership, trustee or other legal entity.

Section 14. "Properties" shall mean and refer to the real property described on Schedule "I" and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

Section 15. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration, including, but not limited to, those required by the Town.

Section 16. "Town" shall mean the Town of Merrillville, Lake County, Indiana, and its successor municipal corporations.

## ARTICLE II PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment to any restrictions or limitations contained in this Declaration. Any Owner may delegate his or her right of enjoyment to tenants and business invitees.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned.

**Section 2. Voting.** The Association shall have one (1) class of membership.

Members shall be entitled on all issues to one (1) vote for each Lot owned; there shall be only one (1) vote per Lot. When more than one (1) person or entity owns a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person or entity seeks to exercise it.

Any Owner of a Lot which is leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

**ARTICLE IV**  
**MAINTENANCE, REPAIR AND REPLACEMENT**

**Section 1. Association's Responsibility.** The Association shall have the following responsibilities at the cost of the Association, with respect to the maintenance, repair and replacement of the Common Areas:

(a) To mow and to otherwise maintain, repair and replace all lawn and landscaped areas of the Common Areas, and all structures located thereon;

(b) To maintain, repair and replace all retention ponds, and other storm water retention or detention facilities, walkways, street lights and entryways, such obligations for which are not now the responsibility of the Town or any other governmental body or agency; and

(c) To maintain, under the terms of a Declaration of Covenants executed on August 19, 1981 by the Declarants and filed with the Lake County Recorder's Office on August 24, 1981 as Document No. 641425, a copy of which is attached hereto as Exhibit "C", the storm water drainage system located within the Properties and which lies outside of the designated right-of-way pursuant to the provisions of Ordinance No. 8122 of the Town. In the event the Association shall fail to maintain said storm water drainage system in a good working order in a timely manner, and if the Town elects to maintain said system, then the Town may assess said Owners for the actual cost of maintaining said system. The total assessment shall be prorated on a per acre basis among the Owners of Lots. However, each Owner may choose to apply any prorated assessment by the Town, assessed as a result of the Association's

failure to maintain said storm water drainage system, against the General Assessments assessed against each Owner by the Association under Article IX, Section 1 hereof.

Section 2. Owner's Responsibility. The Owner's responsibility with regard to maintenance, repair and replacement of the Properties shall be pursuant to such separate development and ownership association declarations as may be of record from time to time.

Section 3. Optional Upkeep by Association. The Association may, in the sole discretion of the Board of Directors, provide certain services to the Owners, on a contractual basis at the request of such Owners. The costs of such services shall be assessed against such Owners in accordance with the terms of the contract pursuant to Article IX, Section 3 hereof.

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### ARTICLE V

### INSURANCE AND CASUALTY LOSSES

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Section 1. Insurance. The Association's Board shall obtain a public liability policy covering the Properties, and the Association and the Members for all damages or injury caused by the negligence of the Association or any of its Members or agents, in the performance of their respective obligations under or pursuant to this Declaration. The public liability policy shall have at least a Five Hundred Thousand Dollars (\$500,000.00) single person limit as respects bodily injury and property damage, a One Million Dollars (\$1,000,000.00) limit per occurrence, and a Two Hundred Fifty Thousand Dollars (\$250,000.00) minimum property damage limit.

Premiums for all insurance required to be carried by the Association shall be Common Expenses. The policy may contain a reasonable deductible, and the amount thereof shall be added to Assessments attributable to insurance premiums.

Cost of insurance coverage obtained by the Association shall be included in the General Assessment, as defined in Article IX, Section 1.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.



**Section 2. Individual Insurance.** Each individual Owner shall carry blanket all risk casualty insurance for all insurable improvements on the Lots as shall be required by such separate development and ownership declarations as shall be of record from time to time.

All such insurance coverage obtained by the Owner pursuant to said separate development and ownership association declarations shall conform to the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in Indiana and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) In no event shall the insurance coverage obtained and maintained by any Owner be brought into contribution with insurance purchased by the Association's Board of Directors.

(c) Each Owner shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests;

(ii) that no policy may be cancelled, invalidated or suspended on account of the Association or any one or more other Lot Owners;

(iii) that no policy may be cancelled, invalidated or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee;

(iv) that any "other insurance" clause in any policy exclude the Association's policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

**ARTICLE VI  
NO PARTITION**

There shall be no partition of any of the Properties from the provisions of this Declaration.

**ARTICLE VII**  
**ANNEXATION OF ADDITIONAL PROPERTY**

**Section 1. Annexation Without Approval of Membership.** As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarants shall have the unilateral right, privilege and option, from time to time at any time until the year 2005, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Schedule "II" attached hereto and by reference made a part hereof by filing in the Official Records of Lake County, Indiana, an amendment annexing such properties. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarants shall have the unilateral right to transfer to any other person the said right, privilege and option to annex additional property which is herein reserved to Declarants, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Schedule "II" attached hereto and that such transfer is memorialized in a written, recorded instrument.

**Section 2. Acquisition of Common Area.** Declarants may convey additional real estate, improved or unimproved, located within the properties described in Schedule "II" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as Common Areas for the benefit of all its Members.

**Section 3. Amendment.** This Article shall not be amended without the written consent of Declarants, so long as the Declarants own any property described hereinabove or in Schedule "II".

**ARTICLE VIII**  
**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**Section 1. Control and Management of Common Areas.** The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of portions of the Common Areas for which it has responsibilities under Article IV. The Declarants shall have the right to appoint all Directors of the Association so long as Declarants own any of the Properties.

**Section 2. Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold or other property interests within the Properties conveyed to it by the Declarants.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances or permit the Town to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

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Section 1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article IX, Section 6. General Assessments shall be allocated among all Lots in proportion that is equal to that which the total square foot area of each Lot bears to the total square foot area of all the Lots then existing and platted as of the date of approval of the General Assessment by the Board of Directors, and shall be for Common Expenses. Each Owner, by acceptance of his or her deed or recorded contract of sale, or subsequent consent to this Declaration, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made.

Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of any annual Assessment for delinquents; unless the Board otherwise provides, the Assessments shall be paid in monthly installments. In the event that a Lot shall be partitioned into separate parcels, the fee simple interest in

which are owned by different Persons, the Assessment with respect to such Lot shall be paid as agreed between or among such Persons, provided that if all or any portion of an Assessment is not paid when due, each such Person shall be severally and jointly liable for the entire amount thereof.

Notwithstanding the personal nature of the obligation for payment of Assessments by Owners of Lots, said obligations may be assumed in their entirety by any other incorporated ownership association, that is or may be created by separate declaration, that has as its purpose the administration of a complex or development on a part of the Properties for the benefit of the owners thereof. Any written assumption of such obligations by another such association shall meet the following requirements:

a. It shall state specifically that such association is assuming the responsibility for the payment of Assessments under this Declaration, which may be made and become otherwise due and owing from any Owner of any Lot.

b. It shall state specifically that such assumptions of obligations for the payment of Assessments was duly authorized by the board of directors of such association.

c. It shall state specifically that such assumption of obligations shall continue until such time as written notice is received by the Association by certified mail return receipt requested, and such association shall have recorded a notice of rescission of such obligations in the Office of the Recorder of Lake County, Indiana, a copy of which showing the recording date and document number shall accompany the above-referenced written notice.

d. It shall be in recordable form and shall be recorded in the Office of the Recorder of Lake County, Indiana, as an encumbrance only upon title to all of that portion of the Properties which such association is authorized to administer pursuant to such separate declaration.

The assumption of such obligations by such an association shall in no way effect the nature, extent, or duration of the lien for Assessments as set forth in Section 4 of this Article IX, or the enforceability thereof by foreclosure or otherwise, nor shall any such assumption release any Owner of a Lot or Person who is an owner of a parcel of a Lot, from any liability for Assessments in the event that same are not paid when due to the Association.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and capital expenses, if any. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied

against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the Assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the General Assessments authorized in Section 1, the Association may levy a Special Assessment; provided, however, such Assessment shall have the vote or written assent of more than fifty percent (50%) of the Members. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of the Declaration, the Amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice and an opportunity for a hearing.

Section 4. Lien for Assessments. When a notice of the lien has been recorded, such Assessment shall constitute a perfected lien on each Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (2) the lien or charge of any first Mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgage or deeds of trust) made in good faith and for value, and (3) the lien of assessments of any development and ownership association declarations as shall be of record from time to time.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association, following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment.

Section 5. Capital Budget and Contributions. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair

or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 6. Date of Commencement of Annual Assessments. The annual Assessments provided for herein shall commence as to all Lots and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 7. Subordination of the Lien to First Mortgages. The lien of the Assessments, including interest, late charges subject to the limitations of Indiana law, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his successors and assigns shall not be liable for Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including such acquirer, his successors and assigns.

Section 8. Assessments Affecting Residential Zoned Lots. Notwithstanding any provision of this Article IX, or any other term or provision of this Declaration or of the Articles of Incorporation, By-Laws or Rules and Regulations of the Association to the contrary, Declarants or their designees shall be responsible for the payment of all Assessments imposed upon Lots which are zoned for residential use, and which are included under and subject to a separate residential development and ownership declaration, governed by an incorporated association which has qualified to assume the Owner's responsibility for Assessments under Article IX, Section 1 hereof, for a period of three (3) years after the recording of the written assumption obligation under said Article IX Section 1.

**ARTICLE X**  
**USE RESTRICTIONS, PERMITTED USES**  
**AND REGULATION OF IMPROVEMENTS**

Section 1. Use Limitations. No noxious or offensive trades, services, or activities shall be conducted on or within the Properties or any Lot, nor shall anything be done thereon

which may, in the opinion of the Declarants, be or become an annoyance or nuisance to any Owner or tenant of an Owner by reason of unsightliness, excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

Section 2. Permitted Uses. The Properties and the Lots shall be utilized only for such uses as the Developer shall, in its sole discretion, determine; provided, however, said uses shall be compatible with the maintenance and development of a first class development of its type, and shall be in compliance with the zoning and other applicable laws, rules, regulations and ordinances of the Town as amended, or from which variances or special uses may be granted from time to time by the Town.

Section 3. Regulation of Improvements. All improvements on all Lots within the Properties shall be made only in accordance with the following regulations:

3.1 Approval By Developer. No Improvement shall be erected, constructed, placed, maintained or permitted to remain, and no exterior of any Improvement shall be altered on any Lot until plans and specifications, in accordance with and as required pursuant to Section 3.2 hereof (or in the case of an alteration of the exterior of an Improvement in accordance with such requirements of Section 3.2 as shall be applicable to such alteration), shall have been submitted to and approved in writing by the Developer, based on the criteria set forth in Section 3.13 hereof (unless such plans and specifications shall be deemed approved due to the Developer's failure to act as provided in Section 3.14 hereof). The decision of the Developer, if consistent with this Declaration, shall be final, conclusive, and binding upon the applicant.

3.2 Content of Plans and Specifications. The plans and specifications to be so submitted and approved shall include the following:

(a) A topographical plot plan showing proposed contour grades and showing the location of all structures, walks, patios, driveways, and walls and other Improvements. Existing and finished grades shall be shown at Lot corners and at corners of proposed Improvements and shall show the relation of finished grades and elevations to neighboring Lots. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contours is contemplated.

(b) Exterior elevations.

(c) Exterior materials, colors, textures, and shapes, including, without limitation, samples of materials to be used on exterior walls.

(d) Landscaping plan, including walkways and walls, fences, elevation changes, drainage and water retention areas, watering systems, vegetation, berms, ground cover and underground sprinkling system.

(e) Parking area, with a minimum 20 foot setback from streets, including parking stalls and appropriate screening of all vehicles, a driveway plan, and a description of type of vehicles to be parked. All parking area plans must show paving and curbing to plans and specifications acceptable to Developer.

(f) Screening, including, but not limited to, screening of roof-top equipment, and including size, location and method.

(g) Utility connections and site plans.

(h) Signs, including size, shape, color, location and materials, which shall comply in all respects with the ordinances, rules and regulations of the Town governing signs and the installation thereof.

(i) Setbacks, to a minimum of 30 feet from streets and 15 feet on each other side of a Lot.

(j) Location and screening of dumpsters or other garbage receptacles.

(k) Outdoor lighting.

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3.3 Off-Street Parking. No parking shall be permitted on any driveway, street or any place other than on the paved parking spaces provided for by each Owner and described hereinbelow. Each Owner and every tenant of each Owner shall be responsible for compliance with the foregoing by its employees and visitors. Adequate off-street parking shall be provided by each Owner and every tenant of each Owner for employees, customers and visitors. Each Lot shall at all times comply on its own with the applicable governmental authority's parking ratio requirements for its particular use. All off-street parking and access drives and loading areas shall be paved, curbed and properly graded to assure proper draining, and shall be adequately screened by use of berms, trees, landscaping or other means acceptable to the Developer.

3.4 Signs. No signs shall be permitted anywhere within the Properties or on any Lot unless plans and specifications therefor as described in Section 3.2 hereof shall have been submitted to and approved in writing by the Developer. No temporary signs shall be permitted after construction without the prior written approval of the Developer. The Developer shall have the right to enter on and to remove, at the sole cost and expense of the Owner of the Lot where such sign exists, any sign, temporary or permanent, erected without such written approval.

3.5 Loading Docks and Areas. The Developer shall have the right, in its sole discretion, to approve the location of loading docks and areas, which location shall be shown on plans and specifications submitted to the Developer pursuant to Section 3.2 hereof. Loading docks and areas shall be screened in a manner approved in writing by the Developer, considering such things as location and views from adjacent and nearby properties and streets.



**3.6 Outside Storage.** No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Lot outside of the building, without the prior written consent of the Developer. In any event, each Owner shall at all times comply with applicable zoning ordinances, rules and regulations of the Town relative to outside storage. All dumpsters and other such garbage receptacles shall be properly screened, as provided in Section 3.2 hereof. No large or unsightly vehicles shall be parked overnight on any Lot unless such parking area shall be properly screened as provided in Section 3.2 hereof or unless such vehicles shall be parked in a manner approved by the Developer as provided in Section 3.1 hereof.

**3.7 Landscaping.** All landscaping required hereunder or otherwise to be provided on any Lot shall be completed within ninety (90) days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions prevent the completion of the landscaping within said ninety (90) day period, then such landscaping shall be completed as soon as weather conditions permit, but in no event shall such landscaping be completed later than the last to occur of said ninety (90) day period or June 1 immediately following said substantial completion. If any Owner fails (i) to undertake and complete his landscaping within the time limit set forth above; or (ii) to maintain said landscaping after the installation of same, the Developer may, after giving the Owner ten (10) days' written notice (unless within said ten (10) day period the Owner of the Lot shall proceed and thereafter pursue with due diligence the completion or maintenance of such landscaping), undertake and complete or perform the maintenance of the landscaping of the Lot in accordance with the landscaping plan. If the Developer undertakes and completes such landscaping or performs the maintenance thereof because of the failure of such Owner to complete or maintain the same, the costs of such landscaping or such maintenance shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of such assessment from the Developer, said assessment will constitute a lien on the Lot and may be enforced as set forth in Article XIV Section 2. hereof.

**3.8 Roof Top Equipment.** Roof objects (including fans, cooling towers, and all roof mounted equipment which rises more than thirty (30) inches above the roof line) shall either be enclosed or otherwise completely screened from public view.

**3.9 Utility Connections.** All utility connections, including all electrical and telephone connections and installations of wires to buildings, shall be made underground from the nearest available power source. No transformer, electric, gas, water or other meter or any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on the ground surface, shall be adequately screened, and all such installations shall be subject to prior written approval of the Developer.

### 3.10 Construction Standards.

(a) All building sides must be faced with quality face materials.

(b) Construction must conform to plans and specifications approved in writing by the Developer pursuant to this Article X.

(c) Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary. Each Owner shall, during construction, maintain its Lot in a clean and sightly condition, diligently remove debris, and if reasonably required by the Developer, properly screen such construction area from public view. The failure of any Owner to diligently pursue construction and/or to maintain its Lot during construction as described in this Section 3.10(c) shall be deemed a nuisance giving rise to the remedies set forth in Article XIV hereof.

(d) Any damage to any streets, roadways, landscaping, improvements or parking areas caused during construction of improvements on a Lot must be immediately repaired by the Owner, and said streets must be maintained in a clean and sightly condition during said construction. Nothing herein contained shall be deemed to prevent Declarants or the Owner of the Lot so damaged from proceeding at law to recover damages for such Owner's failure to make such repairs.

3.11 Fences. Except for Lots zoned by the Town as residential, no fence shall be constructed or maintained on a Lot without the prior written approval of the Developer, as provided in Section 3.1 hereof.

3.12 Walkways. If required by the Developer or the town, walkways shall be established and maintained by each Owner within the setback of its Lot, or such other location selected by said Owner and approved in writing by the Developer pursuant to Section 3.1 hereof, so as to provide pedestrian and non-motorized vehicular ingress and egress throughout the Properties for the benefit of all Owners, tenants and their respective agents, employees and invitees. such walkways shall comply with the requirements of the Town or other appropriate governmental authority and may, with the written consent of the Developer, be relocated by any Owner within its Lot.

3.13 Basis of Approval. Approval of plans and specifications by the Developer shall be based, among other things, on adequacy of Lot dimensions, conformity and harmony of external design and of location with neighboring structures and Lots, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of these protective covenants.

3.14 Failure of the Developer to Act. If the Developer fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after actual receipt thereof by the Developer, or with respect to

revisions to said plans which do not materially alter the plans which have previously been approved by the Developer, within thirty (30) days after actual receipt thereof by the Developer, it shall be conclusively presumed that such Developer has approved such plans and specifications or revisions. If plans and specifications or revisions are not sufficiently complete or are otherwise inadequate, the Developer may reject them as being inadequate or may approve part, conditionally or unconditionally, and reject the balance. Plans may be resubmitted for approval after revision.

3.15 Limitation of Liability. Neither the Declarants nor the Developer shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration, by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Every person who submits plans to the Developer for approval agrees, by submission of such plans, and every Owner, tenant and mortgagee of any of the Lots agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Declarants or the Developer, to recover damages. Notwithstanding anything to the contrary contained in this Section 3.15, the aforesaid limitation of liability shall not be applicable to damages arising out of the gross negligence or willful misconduct of Declarants or Developer.

3.16 Maintenance of Lots. Each Owner of any Lot shall keep his buildings, improvements, landscaping and appurtenances thereon at all times in a safe, clean, maintained, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Owner, tenant or occupant shall remove, at his own expense, any rubbish or trash of any character which may accumulate on its Lot, and shall take all necessary steps to prevent the presence of rodents on its Lot. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be properly screened from public view. Rubbish and trash shall not be disposed of on the Properties by burning.

## ARTICLE XI GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding and the beginning of each successive period of ten (10) years, agreeing to terminate the same.

Section 2. Amendment. So long as Declarants control at least fifty percent (50%) of the votes of the Association, Declarants alone may amend this Declaration. After such sale, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing seventy-five percent (75%) of the total votes of the Association, including the Declarants. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Official Records of Lake County, Indiana.

No amendment may remove, revoke or modify any right or privilege of Declarants without the written consent of Declarants or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment hereunder to tenants and business invitees.

Section 5. Easements. Declarants hereby reserve for themselves and their designee, the Association, easements over and under all of the Properties as are reasonably necessary for ingress, egress, installation, maintenance, repair and replacement so as to permit the Association to perform its responsibilities pursuant to Article IV hereof.

Section 6. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarants to maintain and carry on upon portions of the Properties such facilities and activities as, in the sole opinion of Declarants, may be reasonably required, convenient or incidental to the construction or sale of such Lots,

including, but not limited to, business offices, signs, model units and sales offices, and the Declarants shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots owned by the Declarants, as models and sales offices. This Section may not be amended without the express written consent of the Declarants; provided, however, the rights contained in this Section 6 shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon the Declarants' recording a written statement that all sales activity has ceased.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**ARTICLE XII  
MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIII apply to both this Declaration and to the By-Laws of Broadfield Center Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number, (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

(d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(e) any proposed action which would require the consent of eligible holders, as required in Section 2 of this Article.

Section 2. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage or condemnation pursuant to Section 2(a) and (b) of this Article XIII, or to the addition of land in accordance with Article VII.

(a) The consent of at least sixty-seven percent (67%) of the Members votes and of the Declarants so long as they own any land subject to this Declaration and the approval of the eligible holders of first mortgages on Lots to which at least sixty-seven percent (67%) of the votes of Lots subject to a mortgage appertain, shall be required to terminate the Association.

(b) The consent of at least sixty-seven percent (67%) of the Members votes and of the Declarants so long as they own any land subject to this Declaration and the approval of eligible holders of first mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement;
- (iv) insurance or fidelity bonds;
- (v) responsibility for maintenance and repair of the Properties;
- (vi) boundaries of any Lot;
- (vii) leasing of Lots;
- (viii) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;
- (ix) establishment of self-management by the Association where professional management has been required by an eligible holder; or

(x) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Lots.

**ARTICLE XIII  
DECLARANTS' RIGHTS**

Any or all of the special rights and obligations of the Declarants may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarants and duly recorded in the Official Records of Lake County, Indiana.

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ARTICLE XIV  
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ENFORCEMENT!**

**Section 1. Deemed to Constitute a Nuisance.** Every violation of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by the Declarants, the Developer or an Owner, as the case may be. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations.

**Section 2. Enforcement of Maintenance Obligations.** If in the Developer's opinion any Owner, tenant or occupant of a Lot has failed in any of its maintenance duties or responsibilities, then the Developer may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Developer, through its authorized agent or agents, shall have the right and power to enter onto the Lot and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise, to any person. The Owners and occupants (including tenants), as the case may be, of any Lot on which such work is performed shall promptly reimburse the Developer for the cost of such work. If such Owner or occupant shall fail to reimburse the Developer within ten (10) days after receipt of a statement for such work from the Developer within ten (10) days after a receipt of a statement therefor, then said indebtedness shall bear interest to the Developer or

Declarants, as the case may be, at the rate of three percent (3%) over the base rate (or prime rate, as the case may be) of interest announced from time to time by The First National Bank of Chicago on the amount of the assessment from the due date thereof, through the date paid, together with all costs and expenses, including, but not limited to, attorneys' fees, incurred by the Developer or Declarants, as the case may be, as a result of said default. Such debt shall constitute a lien against that Lot on which or for the benefit of which said work (including repair or maintenance or landscaping) was performed or paid, as the case may be, which shall bind such Lot in the hands of the Owner thereof, and his personal representatives and assigns. To evidence the aforesaid lien, the Developer shall prepare a written notice of said lien setting forth the amount of the unpaid indebtedness, the name of the Owner of such Lot covered by such lien and a description of such Lot. Such notice shall be recorded in the Office of the Recorder of Lake County, Indiana. Such lien for non-payment shall attach from the date that such payment becomes delinquent, as set forth in this Section 2, and may be enforced by all available legal methods of collection, including, but not limited to, the foreclosure of such lien by the Developer in like manner as a mortgage on real property, subsequent to the recording of a notice of lien as provided above, or the Developer may institute suit against the Owner obligated to pay such charges and/or for the foreclosure of the aforesaid lien judicially. To the extent permitted by law, said lien, subsequent to the recording of a notice thereof, shall take priority over any mortgage on the Lot against which such notice is filed. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Developer. The Developer shall have the power to bid on such Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

ARTICLE XV  
TOWN'S ENFORCEMENT RIGHTS

The Town is hereby declared to be a third party beneficiary of the terms and provisions of this Declaration, and shall have the right to enforce the provisions of this Declaration by specific performance and/or by any other means available at law or in equity, and the Declarants, on behalf of themselves and their successors in interest do hereby waive any and all defenses to such enforcement rights. In addition to the foregoing, Declarants hereby submit the Properties to the jurisdiction of the Town, and the Town may, in addition to the foregoing, adopt such ordinances, regulations and resolutions as deemed by it to be appropriate to facilitate the enforcement of those provisions of this Declaration which provide for the private maintenance, repair and replacement of public utilities services, such as, and including, but not limited to, retention ponds and other storm water retention or detention facilities.



**ARTICLE XVI  
TRUSTEE CAPACITY**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertaking, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Mercantile National Bank of Indiana as Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

1990.

Executed and Declared this 30<sup>th</sup> day of May, 1990.

**STOP**

MERCANTILE NATIONAL BANK OF INDIANA  
AS TRUSTEE OF TRUST NO. 3304 AS  
AFORESAID, AND NOT PERSONALLY

By: Joseph Q. Loker  
JOSEPH Q. LOKER  
TRUST OFFICER



MERCANTILE NATIONAL BANK OF INDIANA  
AS TRUSTEE OF TRUST NO. 5171 AS  
AFORESAID, AND NOT PERSONALLY

By: Joseph Q. Loker  
JOSEPH Q. LOKER  
TRUST OFFICER



STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, the undersigned Notary Public in and for said County and State, this 30<sup>th</sup> day of May, 1990, personally appeared JOSEPH O. LOKER the TRUST OFFICER, on behalf of Mercantile National Bank of Indiana as Trustee of Trust No. 3304 and acknowledged the execution of the foregoing instrument.

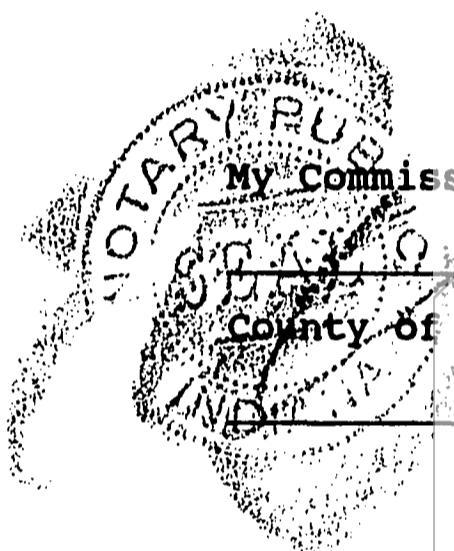
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

*Lorraine S. Kovach*  
Notary Public

**Document is NOT OFFICIAL!**  
LORRAINE S. KOVACH  
My Commission Expires: May 21, 1991  
County of Residence: LAKE

This Document is the property of the Lake County Recorder!

My Commission Expires:  
County of Residence:



STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, the undersigned Notary Public in and for said County and State, this 30<sup>th</sup> day of May, 1990, personally appeared JOSEPH Q. LOKER the TRUST OFFICER, on behalf of Mercantile National Bank of Indiana as Trustee of Trust No. 5171 and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Document is Lorraine S. Kovach Notary Public  
**NOT OFFICIAL!**  
My Commission Expires: LORRAINE S. KOVACH  
This Document is the property of My Commission Expires: May 21, 1991  
the Lake County Recorder! County of Residence: LAKE  
County of Residence: \_\_\_\_\_  
**STOP**  
RECORDER'S OFFICE  
SEAL  
INDIANA

This instrument prepared by Glenn R. Patterson, Singleton, Levy and Crist, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

SCHEDULE "I"

PARCEL 1 (Platted Lots in recorded Resubdivision of Tract "A", Phase 1, Broadfield Center):

DESCRIPTION: Lots 4, 6 and 7 in the RESUBDIVISION OF TRACT "A" in PHASE ONE, BROADFIELD CENTER IN Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 055, Page 14 in the Office of the Recorder of Lake County, Indiana.

PARCEL 2 (Platted Lots in recorded Phase 2A, Broadfield Center):

DESCRIPTION: Parcel (lot) 2 in Tract "B" in PHASE 2A, BROADFIELD CENTER in Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 053, Page 80 in the Office of the Recorder of Lake County, Indiana.

PARCEL 3 (Unplatted acreage in Tract "C", Broadfield Center):

DESCRIPTION: Part of the South Half of Section 27, Township 35 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at a monument (P.K. Nail in hand vault) marking the Northwest corner of the South Half of said Section 27; thence South  $89^{\circ} 35' 37.5''$  East, along the North line of said South Half, 2830.07 feet to the Northeast corner of Parcel 1 of Tract "B" in PHASE 2A, BROADFIELD CENTER in Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 053, Page 80 in the Office of the Recorder of Lake Co., Indiana, which corner of said Parcel 1 is the true POINT OF BEGINNING; thence South  $0^{\circ} 00'$  West, along the East line of said Parcel 1, a distance of 610.0 feet to the Southeast corner of said Parcel 1; thence North  $90^{\circ} 00'$  West, along the South line of said Parcel 1, a distance of 330.0 feet to a point of deflection in the Southerly line of said Parcel 1; thence South  $55^{\circ} 15' 17''$  West along the Southerly line of said Parcel 1 a distance of 128.60 feet to the Southmost corner of said Parcel 1; thence Southeasterly, along the Northerly line of 90th Drive (platted Greenfield Drive), on a curve concave to the Southwest and having a radius of 965.0 feet; an arc distance of 147.29 feet to the end point of said curve; thence South  $64^{\circ} 00'$  West, 40.0 feet to a point on the centerline of said roadway; thence Southerly, on curve concave to the West and having a radius of 620.0 feet, the tangent of which makes an angle of  $90^{\circ}$  with the last described line, an arc distance of 508.04 feet to a point of intersection with the Westerly extension of the North line of the Southwest Quarter of the Southeast Quarter of said Section 27; thence South  $89^{\circ} 33' 55''$  East, along said Westerly extension, 205.35 feet, more or less to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence continuing South  $89^{\circ} 33' 55''$  East, along the North line of said tract, 1099.03 feet, more or less, to a point on the Westerly Right-of-Way line of Interstate Highway No. 65 (I-65); thence Northerly, along the Westerly R/W line (which line is 125.0 feet West of and parallel to the curved centerline of said I-65), on a curve concave to the West and having a radius of 22,793.3 feet, an arc distance of 45.24 feet, more or less, to a point of deflection in the Westerly R/W line; thence Northerly 99.98 feet to a point of deflection in said Westerly R/W line; thence Northerly, along the Westerly R/W line (which line is 115.0 feet West of and parallel to the curved centerline of said I-65), on a curve concave to the West and having a radius of 22,803.3 feet, an arc distance of 1182.74 feet, more or less, to a point of intersection with the North line of the South Half of said Section 27; thence North  $89^{\circ} 35' 37.5''$  West, along said North line, 856.47 feet, more or less, to the POINT OF BEGINNING, containing 33.415 Acres, more or less all in Merrillville, Lake County, Indiana.

PARCEL 4 (Platted Lots in recorded Block 1, Broadfield Townhomes Addition):

DESCRIPTION: Lots 1 through 7 inclusive and Lots 16 through 20 inclusive in BLOCK ONE OF BROADFIELD TOWNHOMES ADDITION, a Subdivision of Tract "D" in Broadfield Center in Merrillville, Lake County, Indiana, as per plat thereof recorded in Plat Book 067, Page 65 in the Office of the Recorder of Lake County, Indiana.

PARCEL 5 (Unplatted acreage in proposed Blocks 2 and 3, Broadfield Townhomes):

DESCRIPTION: Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at a monument (brass plug in hand vault) marking the Southwest corner of the Southwest Quarter of said Section 27; thence South  $89^{\circ} 32' 13''$  East, along the South line of said Southwest Quarter, 2187.51 feet to the Southeast corner of BLOCK 1 OF BROADFIELD TOWNHOMES ADDITION, a subdivision of Tract "D" in Broadfield Center in Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 067, Page 65 in the Office of the Recorder of Lake County, Indiana, which Southeast corner of said Block 1 is the true POINT OF BEGINNING; thence North  $0^{\circ} 00'$  East, along the extended East line of Lot 7 in said Block 1, a distance of 228.175 feet to a point on the centerline of 92nd Place; thence North  $90^{\circ} 00'$  East, along said centerline, 5.00 feet to a point on the extended East line of Lot 16 in said Block 1; thence North  $0^{\circ} 00'$  East, along the extended East line of said Lot 16, a distance of 175.00 feet to the Northeast corner of said Lot 16; thence South  $90^{\circ} 00'$  West, along the North line of Lots 16 and 17 in said Block 1, a distance of 240.00 feet to the Northwest corner of said Lot 17; thence North  $07^{\circ} 50' 17.8''$  West, along the East line of Lots 18, 19 and 20 in said Block 1, a distance of 204.925 feet to a point of deflection in the East line of said Lot 20; thence North  $33^{\circ} 55' 38.5''$  West, along the extended Easterly line of said Lot 20, a distance of 225.00 feet to a point on the Northerly line of 92nd Drive; thence North  $56^{\circ} 04' 21.5''$  East, along the extended Northerly line of said 92nd Drive, 205.00 feet; thence South  $33^{\circ} 55' 38.5''$  East, 40.00 feet to a point on the extended centerline of said 92nd Drive; thence North  $56^{\circ} 04' 21.5''$  East, along said extended centerline, 277.48 feet to a point of curve; thence Northeasterly, on a curve concave to the Northwest and having a radius of 620.0 feet, an arc distance of 380.07 feet to a point of intersection with the Westerly extension of the North line of the Southwest Quarter of the Southeast Quarter of said Section 27; thence South  $89^{\circ} 33' 55''$  East, along said Westerly extension, 205.35 feet, more or less, to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South  $0^{\circ} 02' 31''$  West, along the West line of said Southwest Quarter of the Southeast Quarter, 1324.00 feet to a monument (track spike in pavement) marking the Southeast corner of the Southwest Quarter of said Section 27; thence North  $89^{\circ} 32' 13''$  West, along the South line of said Southwest Quarter, 471.49 feet to the POINT OF BEGINNING, containing 16.623 acres, more or less, all in Merrillville, Lake County, Indiana.

PARCEL 6 (Platted Lots in recorded "Cambridge Commons", Phase 1):

Description: Lots 1 through 15 inclusive in "Cambridge Commons", being PHASE 1, SUBDIVISION OF TRACT "E", BROADFIELD CENTER in Merrillville, Lake County, Indiana, as per plat thereof recorded in Plat Book 066, Page 35 in the Office of the Recorder of Lake County, Indiana.

PARCEL 7 (Unplatted acreage in Tract "E", Broadfield Center, at 93rd and Connecticut):

DESCRIPTION: Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at a monument (Brass plug in hand vault) marking the Southwest corner of the Southwest Quarter of said Section 27; thence South 89° 32' 13" East, along the South line of said Southwest Quarter, 1090.52 feet to the Southeast corner of "Cambridge Commons", being PHASE 1, SUBDIVISION OF TRACT "E", BROADFIELD CENTER in Merrillville, Lake County, Indiana, as per plat thereof, recorded in Plat Book 066, page 35 in the Office of the Recorder of Lake County, Indiana; which Southeast corner is the true POINT OF BEGINNING; thence South 89° 32' 13" East, along the South line of said Southwest Quarter, 426.97 feet to a point of intersection with the extended West line of Connecticut Drive in Block One of BROADFIELD TOWNHOMES ADDITION, a subdivision of Tract "D" in Broadfield Center in Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 067, Page 65 in the Office of the Recorder of Lake County, Indiana, thence North 0° 00' East, along the Westerly line of said Connecticut Drive, 307.76 feet to a point of curve; thence Northwesterly, along the Westerly line of said Connecticut Drive (formerly platted as Broadfield Drive), on a curve concave to the Southwest and having a radius of 360.0 feet, an arc distance of 439.82 feet to a point of tangent; thence North 70° 00' West, along said Westerly line, 150.00 feet to the Northeast corner of Lot 8 in the aforesaid PHASE 1 SUBDIVISION OF TRACT "E" BROADFIELD CENTER; thence South 10° 46' 16" West, along the Easterly line of said Phase 1, a distance of 262.89 feet to a point of deflection in said East line; thence South 0° 00' West, along said East line, 435.64 feet to the POINT OF BEGINNING, containing 5.810 Acres, more or less, all in Merrillville, Lake County, Indiana.

PARCEL 8 (Unplatted acreage in Tract "E", Broadfield Center, at corner of 93rd and Broadway):

DESCRIPTION: The South 240.0 feet of the West 296.0 feet of the Southwest Quarter of Section 27, Township 35 North, Range 8 West of the 2nd Principal Meridian containing 1.631 Acres, more or less, subject to that part off the West side thereof lying within the Right-of-Way of State Road No. 53 (Broadway Avenue), all in Merrillville, Lake County, Indiana.

PARCEL 9 (Platted Lots in recorded Resubdivision of Tract "F", Phase 1, Broadfield Center):

DESCRIPTION: Lot 10 in the RESUBDIVISION OF TRACT "F" IN PHASE ONE, BROADFIELD CENTER in the Town of Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 055, Page 15 in the Office of the Recorder of Lake County, Indiana.

PARCEL 10 (Platted portion of Tract "G" in Phase One, Broadfield Center):

DESCRIPTION: All of Tract "G" in PHASE ONE, BROADFIELD CENTER, as per plat thereof recorded in Plat Book 48, Page 82 in the Office of the Recorder of Lake County, Indiana.

PARCEL 11 (Unplatted acreage in Tract "G", Broadfield Center, along 92nd Drive):

DESCRIPTION: Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at a monument (Brass plug in hand vault) marking the Southwest corner of the Southwest Quarter of said Section 27; thence South  $89^{\circ} 32' 13''$  East, along the South line of said Southwest Quarter, 1517.49 feet to a point of intersection with the extended West line of Connecticut Drive in BLOCK ONE OF BROADFIELD TOWNHOMES ADDITION, a Subdivision of Tract "D" in Broadfield Center in Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 067, Page 65 in the Office of the Recorder of Lake County, Indiana; thence North  $0^{\circ} 00'$  East, along the Westerly line of said Connecticut Drive, 307.76 feet to a point of curve; thence Northwesterly, along the Westerly line of said Connecticut Drive (formerly platted as Broadfield Drive), on a curve concave to the Southwest and having a radius of 360.0 feet, an arc distance of 372.06 feet to the Southmost corner of PHASE ONE, BROADFIELD CENTER, in Merrillville, Lake County, Indiana as per plat thereof recorded in Plat Book 48, page 82 in the Office of the Recorder of Lake County, Indiana; thence North  $30^{\circ} 47' 02.7''$  East, across said Connecticut Drive, 80.0 feet to the Southmost corner of Tract "G" in said Phase 1, Broadfield Center, which point is the true POINT OF BEGINNING; thence North  $36^{\circ} 00'$  East, along the Southeasterly line of said Tract "G", 111.82 feet to a point of curve; thence Easterly, along said Southeasterly line, on a curve concave to the Southeast and having a radius of 540.0 feet, an arc distance of 376.99 feet to a point of tangent; thence North  $76^{\circ} 00'$  East, along said Southeasterly line, 150.00 feet to a point of curve; thence Northeasterly, along said Southeasterly line, on a curve concave to the Northeast and having a radius of 360.0 feet, an arc distance of 411.17 feet to a point of tangent; thence North  $10^{\circ} 33' 36''$  East, along said Southeasterly line, 113.77 feet to a point of curve; thence Northeasterly, along said Southeasterly line, on a curve concave to the Southeast and having a radius of 490.0 feet, an arc distance of 416.98 feet to the Eastmost corner of said Tract "G"; thence North  $26^{\circ} 00'$  West, along the Northeasterly line of said Tract "G", 51.64 feet to the Easterly end point of the curved Southerly Right-of-Way line of 90th Drive (platted Greenfield Drive); thence North  $64^{\circ} 00'$  East, 40.00 feet to the Easterly end point of the curved centerline of said 90th Drive; thence Southerly, on a curve concave to the West and having a radius of 620.0 feet, the tangent of which makes an angle of  $90^{\circ}$  with the last described line, an arc distance of 888.11 feet to a point of tangent on the extended centerline of 92nd Drive in the aforesaid BLOCK ONE OF BROADFIELD TOWNHOMES ADDITION; thence South  $56^{\circ} 04' 21.5''$  West, along said extended centerline, 277.48 feet; thence North  $33^{\circ} 55' 38.5''$  West, 40.00 feet to a point on the extended Northerly line of said 92nd Drive; thence South  $56^{\circ} 04' 21.5''$  West, along the Northerly line of said 92nd Drive, 566.82 feet to a point of intersection with the Easterly line of Connecticut Drive; thence Northerly, along the Easterly line of said Connecticut Drive, on a curve concave to the Southwest and having a radius of 440.0 feet, an arc distance of 154.15 feet to the POINT OF BEGINNING, containing 7.361 Acres, more or less, all in Merrillville, Lake County, Indiana.

**SCHEDULE "II"**  
**ADDITIONAL REAL ESTATE WHICH MAY BE**  
**ADDED TO THE DECLARATION BY SUBSEQUENT AMENDMENT**

DESCRIPTION: A parcel of land lying in the Southwest Quarter (SW $\frac{1}{4}$ ), of Section 27, Township 35 North, Range 8 West of the Second Principal Meridian and being a part of Tract "F", Phase One, Broadfield Center, as shown on the recorded plat thereof in the Office of the Recorder of Lake County, Indiana; which part of said Tract "F" is more particularly described as follows:

Commencing at a point on the West line of said Section 27, a distance of 1465.00 feet North of the Southwest corner of said Section 27; thence North 90°00' East, at right angles with the West line of said Section 27, a distance of 90.63 feet to the point of beginning, which point also lies on the East line of the Broadway Frontage Road, as shown on the recorded plat of Phase One, Broadfield Center; thence continuing North 90°00' East, 400.00 feet; thence North 0°13'46" West, parallel with the East line of said Broadway Frontage Road, 200.00 feet; thence North 90°00' West, a distance of 400.00 feet to the East line of said Broadway Frontage Road; thence South 0°13'46" East, along said East line, a distance of 200.00 feet to the place of beginning, containing 1.837 acres, more or less, all in Merrillville, Lake County, Indiana.

Lot Number 9 in the Resubdivision of Tract "F" in Phase One, Broadfield Center, Merrillville, Indiana as shown in Plat Book 55, page 15, in the Office of the Recorder of Lake County, Indiana.

Lot Number 7 and Lot Number 8 in the Resubdivision of Tract "F" in Phase One, Broadfield Center, Merrillville, Indiana as shown in Plat Book 55, Page 15 in the Office of the Recorder of Lake County, Indiana.

A part of Lot Six (6), in the Re-Subdivision of Tract "F" in Phase One-Broadfield Center in Merrillville, Indiana, as shown in Liber 55, page 15, in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows: Beginning at the Southeast corner of Lot Six (6), in said Resubdivision of Tract "F"; thence North 90° West, along the South line of said Lot Six (6), a distance of 266.26 feet; thence North 8° 36' 11" East, a distance of 246.54 feet to a point on the North-easterly curved line of said Lot Six (6); thence Southeasterly on a curve concave to the Southwest and having a radius of 410.0 feet, the tangent of which bears 67° 21' 00" East, a distance of 344.79 feet as measured along said curve to the point of beginning, containing 0.930 acres, more or less, all in Lake County, Indiana. This parcel is known as Parcel One of Lot Six (6), of Tract F in Phase One, Broadfield Center in Merrillville, Indiana as shown in Plat Book 56, page 43, in the Office of the Recorder of Lake County, Indiana



Lot 5, except the South 58.39 feet by parallel lines thereof in the Resubdivision of Tract "F" in Phase One - Broadfield Center in Merrillville, as shown in Plat Book 55, Page 15, in Lake County, Indiana

LOT FOUR (4) and the South 58.39 Feet of LOT FIVE (5) in the Resubdivision of Tract "F" in Phase One, Broadfield Center in Merrillville, Indiana, as shown in Plat Book 55, Page 15, in the Office of the Recorder of Lake County, Indiana.

Parcel One (1) of Tract B of Phase Two (2) - A of the Broadfield Center to the Town of Merrillville, Lake County, Indiana as per the plat thereof recorded in the Office of the Recorder of Lake County, Indiana on the            day of August, 1981 as Document No.           

Lot Three (3) in the Resubdivision of Tract A in Phase One, Broadfield Center as shown in Plat Book 55, page 14, in the Office of the Recorder of Lake County, Indiana

Parcel 2, Resubdivision of Lot 6, Tract F, in Phase 1, of Broadfield Center, as shown in Plat Book 56, page 43 in Lake County, Indiana.

PARCEL 2 (Westerly Half of Lot 6)

Description: Lot 6, in the Resubdivision of Tract "F" in Phase One, Broadfield Center in Merrillville, Indiana, as shown in Liber 055, page 15 in the Office of the Recorder of Lake County, Indiana, except that part thereof described as follows:

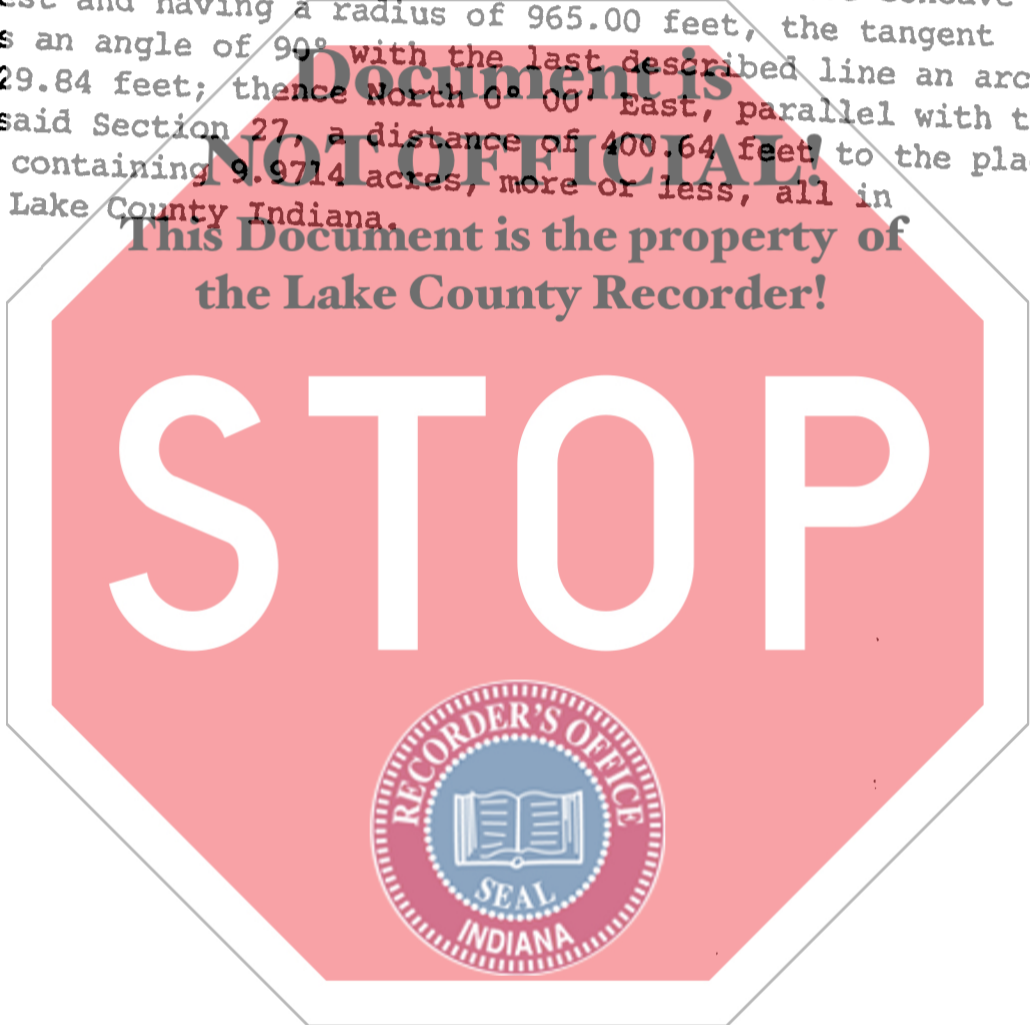
Beginning at the Southeast corner of Lot 6 in said Resubdivision of Tract "F"; thence North 90° West, along the South line of said Lot 6, a distance of 266.26 feet; thence North 8° 36' 11" East, a distance of 246.54 feet to a point on the Northeasterly curved line of said Lot 6; thence Southeasterly on a curve concave to the Southwest and having a radius of 410.0 feet, the tangent of which bears South 67° 21' 00" East, a distance of 344.79 feet as measured along said curve to the point of beginning; which part of Lot 6 contains 0.930 acres, more or less, all in Lake County, Indiana.

Lot 1 in the Resubdivision of Tract "A" in Phase One Broadfield Center in the Town of Merrillville, Indiana, as shown in Plat Book 55, Page 14, in Lake County, Indiana.

A parcel of land lying in the Southwest Quarter of Section 27, Township 35 North, Range 8 West of the Second Principal Meridian and being a part of Tract "A" in Phase One, Broadfield Center, as shown on the recorded plat thereof in Plat Book 48, page 82 in the Office of the Recorder of Lake County, Indiana; which part of said Tract "A" is more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter, thence South  $89^{\circ} 35' 37.5''$  East, along the North line of said Southwest Quarter (also being the North line of said Tract "A"), a distance of 1000.03 feet to the point of beginning, which point lies 1000.00 feet East of the West line of said Southwest Quarter measured at right angles therefrom; thence continuing South  $89^{\circ} 35' 37.5''$  East, along the North line of said Southwest Quarter, a distance of 340.00 feet to a point lying 1340.00 feet East of the West line of said Southwest Quarter measured at right angles therefrom; thence South  $0^{\circ} 00'$  East, along a line parallel with and 1340.00 feet East of the West line of said Southwest Quarter, a distance of 314.91 feet to a point on the North line of Greenfield Drive in said Phase One, Broadfield Center; thence Westerly, along the North line of said Greenfield Drive, on a curve concave to the South and having a radius of 965.00 feet, an arc distance of 375.31 feet to a point of tangent; thence South  $52^{\circ} 00'$  West, along said North line of Greenfield Drive, a distance of 9.24 feet to a point lying 1000.00 feet East of the West line of said Southwest Quarter; thence North  $0^{\circ} 00'$  East, along a line parallel with and 1000.00 feet East of the West line of said Southwest Quarter, a distance of 491.51 feet to the place of beginning, containing 3.000 acres, more or less, all in Merrillville, Lake County, Indiana.

DESCRIPTION: A parcel of land lying in the South Half of Section 27, Township 35 North, Range 8 West of the Second Principal Meridian, and being a part of Tract "B" in Phase 2 of Braodfield Center, which part is more particularly described as follows: Commencing at the Northwest corner of the South Half of said Section 27; thence South 89° 35' 37.5" East, along the North line of the South Half of said Section 27, a distance of 2080.05 feet to the place of beginning; thence continuing South 89° 35' 37.5" East, along the North line of the South Half of said Section 27, a distance of 750.02 feet; thence South 0° 00' West, parallel with the West line of said Section 27, a distance of 610.00 feet; thence South 90° 00' West, at right angles to the last described line, a distance of 330.00 feet; thence South 55° 15' 17.5" West, a distance of 128.60 feet to a point of curve on the Northerly line of the 80 foot wide Greenfield Drive; thence Northerwesterly along said Northerly line of Greenfield Drive, on a curve concave to the Southwest and having a radius of 965.00 feet, the tangent of which makes an angle of 90° with the last described line an arc distance of 429.84 feet; thence North 0° 00' East, parallel with the West line of said Section 27, a distance of 400.64 feet to the place of beginning, containing 9.9714 acres, more or less, all in Merrillville, Lake County Indiana.

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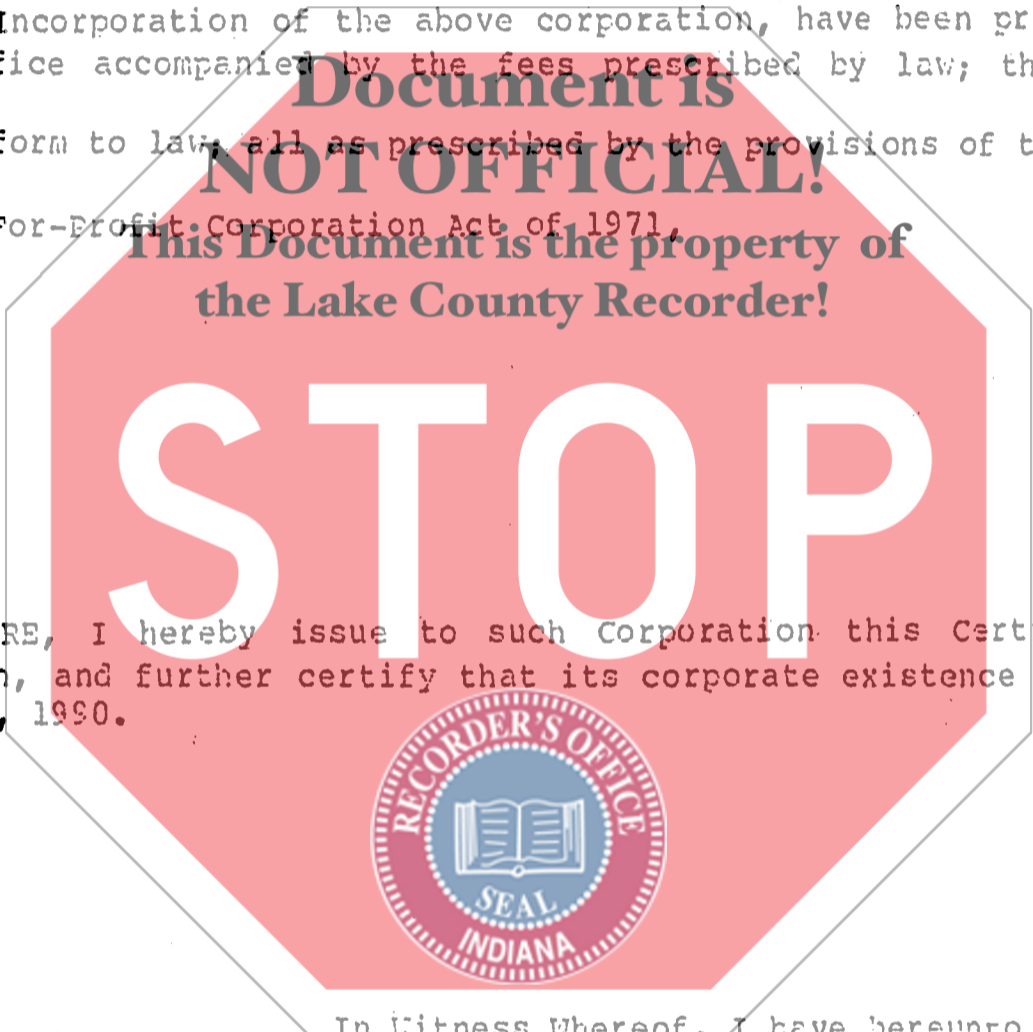
STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

BROADFIELD CENTER OWNERS ASSOCIATION, INC.

I, JOSEPH H. HOCSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law, all as prescribed by the provisions of the Indiana Not-For-Profit Corporation Act of 1971, as amended.



NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin April 30, 1990.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Thirtieth day of April, 1990

Joseph H. Hocsett  
JOSEPH H. HOCSETT, Secretary of State

By Connie McKay  
Deputy



Corporate Form No. 364-1 (Jan. 1987)

ARTICLES OF INCORPORATION  
(Not for Profit)

Prescribed by Evan Bayh  
Secretary of State of Indiana

ARTICLES OF INCORPORATION  
OF  
BROADFIELD CENTER OWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

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ARTICLE I  
NAME  
The name of the Corporation is Broadfield Center Owners Association, Inc.

ARTICLE II  
PURPOSES

The purposes for which the Corporation is formed are:

Section 1. To establish an incorporated association (hereinafter the "Association") to administer the Properties located in Merrillville, Lake County, Indiana, which are subject to the Declaration of Covenants, Conditions and Restrictions For Broadfield Center (The "Declaration").

Section 2. This Association is organized for the purpose of providing a convenient means of administering the Properties pursuant to the Declaration.

Section 3. The Association shall not engage in any activities for the profit of its members, and shall conduct its affairs in such fashion and for such purposes other than for the pecuniary gain of its members, directors, officers, or incorporators.

Section 4. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

Section 5. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including, but not limited to, those set forth in the Declaration.

FILED  
INDIANA SECRETARY OF STATE

Section 6. All rights, powers and descriptions of purposes established by the Articles of Incorporation, shall be subject to the Declaration and all provisions contained therein as if fully set forth in these Articles, and shall further be subject to Indiana law governing not for profit corporations.

ARTICLE III  
PERIOD OF EXISTENCE

The period during which the Corporation shall continue is perpetual.

ARTICLE IV  
RESIDENT AGENT AND PRINCIPAL OFFICE

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is:

Glenn R. Patterson  
Suite 200  
9245 Calumet Avenue  
Munster, Indiana 46321

Section 2. Principal Office. The post office address of the principal office of the Corporation is:

2001 North Cline Avenue  
Griffith, Indiana 46319

ARTICLE V  
MEMBERSHIP

A minimum of three (3) persons shall have signed the membership list.

Section 1. Classes of Membership, and Rights, Preferences and Limitations of Classes of Membership.

(a) Every Owner, or Owners, of Lots in the Properties shall be members of the Association, and no other Person or entity shall be entitled to membership, except that the initial members need not be Owners, and said members' membership shall terminate on the same date as the termination of the Declarant's right under Article IX Section 2 below, except for the membership of the initial members who are Owners of Lots as of such date.

(b) Membership in the Association shall be established by the recording in the Office of the Recorder of Lake County of a deed or other instrument establishing a change of record title to a Lot in the Properties and the delivery to the Association of a copy of such instrument, shall entitle the new Owner designated by such instrument therein to become a member of the Association. The membership of the former Owner shall be thereby terminated.

(c) The share of the member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot in the Properties.

Section 2. Voting Rights of Classes.

(a) Each Owner, by virtue of membership in the Association shall be entitled to vote and participate in all affairs of the Association. In the event the Lots are owned by more than one natural person, as governed by the Declaration, voting rights shall be limited to one Owner for each Lot, such Owner to be certified in writing to the Association.

(b) Each voting Owner shall be entitled to cast one vote for each Lot owned in the Properties.

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ARTICLE VI  
DIRECTORS

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Section 1. Number of Directors. The initial Board of Directors is composed of three (3) members. Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Initial Board of Directors. The names and post office addresses of the initial Board of Directors are:

<u>Name</u>	<u>No. &amp; Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
William J. Brant, Jr.	2001 N. Cline Ave.	Griffith	IN	46319
Ronald Harwood	2001 N. Cline Ave.	Griffith	IN	46319
Lon W. Eriks	8915 Broadway	Merrillville	IN	46410

ARTICLE VII  
INCORPORATOR

Section 1. Name and Post Office Address of the Incorporator. The name and post office address of the incorporator of the Corporation is:

<u>Name</u>	<u>No. &amp; Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
William J. Brant, Jr.	2001 N. Cline Ave.	Griffith	IN	46319

ARTICLE VIII  
STATEMENT OF PROPERTY AND VALUE (IF ANY)

A statement of the property, and an estimate of the value thereof, to be taken over by the Corporation at or upon its incorporation are as follows:

NONE

ARTICLE IX  
PROVISIONS FOR REGULATION AND CONDUCT  
OF THE AFFAIRS OF CORPORATION

Other provisions, consistent with the laws of this State, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the Corporation, the directors or the members of any class or classes of members are as follows:

**Section 1.** The power to make, alter, amend, or repeal the By-Laws of the Corporation shall be vested in the members of the Association, subject to the terms, provisions, and conditions contained in the Declaration and the By-Laws of this Corporation.

**Section 2.** Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws except for so long as the Declarant continues to legally or equitably own any of the Properties, a majority of the Board of Directors of the Association shall be elected by the Declarant, and such directors need not be Owners of Lots.

**Section 3.** Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be the party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officers are adjudged guilty or willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursements as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above-named Corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.



IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Articles of Incorporation and certify the truth of the facts herein states this 15th day of August, 1989. I hereby verify subject to penalties of perjury that the facts contained herein are true.

  
WILLIAM J. BRANT, SR.



This instrument prepared by Glenn R. Patterson, Singleton, Levy and Crist, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

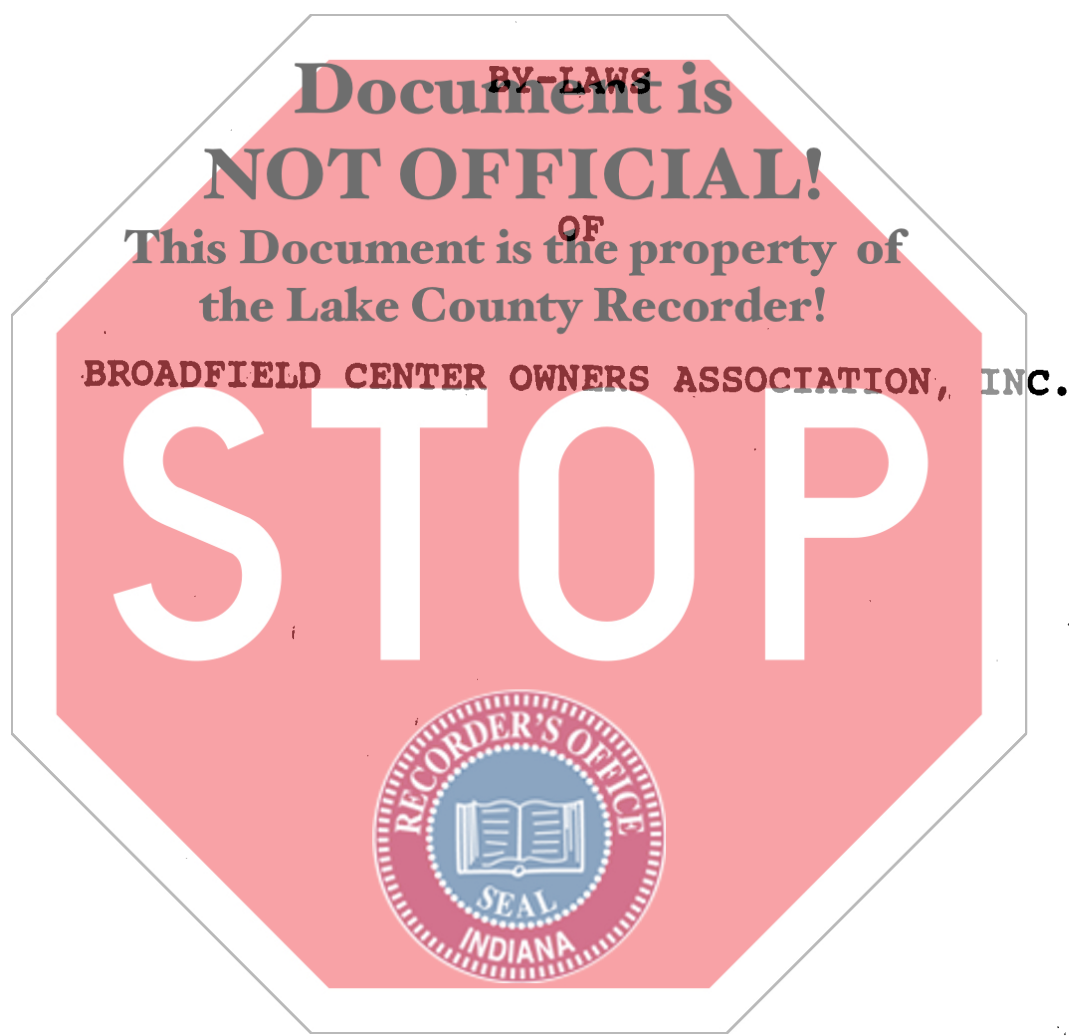


EXHIBIT "B"

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BY-LAWS  
OF  
BROADFIELD CENTER OWNERS ASSOCIATION, INC.

SECTION 1. NAME, OFFICE AND DEFINITIONS.

1.1 Name. The name of the Association shall be Broadfield Center Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Principal Office. The principal office of the Association in the State of Indiana shall be located in the City of Griffith, County of Lake. The Association may have such other offices, either within or without the State of Indiana, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for Broadfield Center (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

SECTION 2. MEMBERSHIP, MEETINGS AND VOTING.

2.1 Membership. The Association shall have one (1) class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

2.3 Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board of Directors.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall

state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.5 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

2.6 Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

2.9 Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

2.10 Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of thirty percent (30%) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

2.13 Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

**NOT OFFICIAL!**

SECTION 3 DIRECTORS

3.1 Governing Body. The Board of Directors shall consist of three (3) persons. Each Member of the Board of Directors shall be either a Member or be designated by the Declarant as provided in the Declaration and the Articles of Incorporation.

3.2 Election of Directors. Election of Directors shall be conducted in the following manner:

a. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members of the Association.

b. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by a majority of the remaining Directors (not a majority of a quorum).

c. Notwithstanding the contrary, the Directors shall be selected by the Declarant acting in its sole discretion and shall serve at its pleasure as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners. After the period of Declarant appointment, all Directors must be Members of the Association.

3.3 Term of Office. The term of each Director's service shall be for a period of three (3) years and extending thereafter until his successor is duly elected and qualified or until he is removed, provided, however, that the terms of the members of the initial Board of Directors as named in the Articles of Incorporation of the Association shall be, in the order listed

therein, for periods of three (3) years, two (2) years, and one (1) year, respectively, such that there shall be only one vacancy each year on the Board of Directors occasioned by the expiration of a director's term.

3.4 Organizational Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

3.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the entire Board. Not less than two days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum of Board of Directors. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium, or elsewhere herein. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joining of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

3.9 Conduct of Meetings. The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer, the Vice President shall preside.

3.10 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members.



In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment, provided otherwise determined by the Board of Directors, the annual Assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- (c) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (d) opening of bank accounts on behalf of the Association and designating the signatories required;
- (e) enforcing by legal means the provisions of the Declaration and these By-Laws, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (f) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (g) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;
- (h) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days

at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

- (i) make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, and all other books, records, and financial statements of the Association; and

3.11 Financial Matters and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) cash accounts of the Association shall not be commingled with any other accounts;
- (b) commencing at the end of the year in which the Association was incorporated, annual financial reports shall be prepared and distributed within ninety (90) days after the close of the fiscal year for the Association containing:
  - (i) an Income Statement reflecting all income and expense activity for the preceding year;
  - (ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding year;
  - (iii) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year;
  - (iv) a Delinquency Report listing all Owners who have been delinquent during the preceding year in paying the monthly installments of Assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the Assessment shall be considered to be delinquent on the fifteenth (15th) day of each month); and
- (c) Ordinarily, the annual report referred to above shall be prepared by an independent accountant. If said report is not prepared by an independent accountant, it shall be

accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

3.12 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Properties without the approval of the Members of the Association.

#### SECTION 4. OFFICERS.

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election, Term of Office and Vacancy. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Section 3. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two

(2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

**SECTION 5. MISCELLANEOUS.**

5.1 Fiscal Year. The initial fiscal year of the Association shall be the calendar year, unless otherwise set by resolution of the Board of Directors.

5.2 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration, or these By-Laws.

5.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

5.4 Books and Records.

(a) Inspection By Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Project as the Board shall prescribe.

(b) Rules For Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection By Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection

by a Director includes the right to make extracts and copies of documents at the expense of the Association.

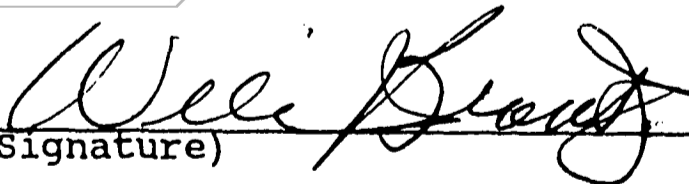
5.5 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Owner; or
- (b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

5.6 Amendment. Prior to the sale of the first Lot, Declarant may amend the By-Laws. These By-Laws may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause or provisions shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



The undersigned being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of Broadfield Center Owners Association, Inc. are true and correct.

  
(Signature)

WILLIAM J. BRANT, JR. **PRESIDENT**

(Printed Name and Title)

641425

DECLARATION OF COVENANT

*Handwritten notes:*  
35 W. of ...  
South ...  
16651

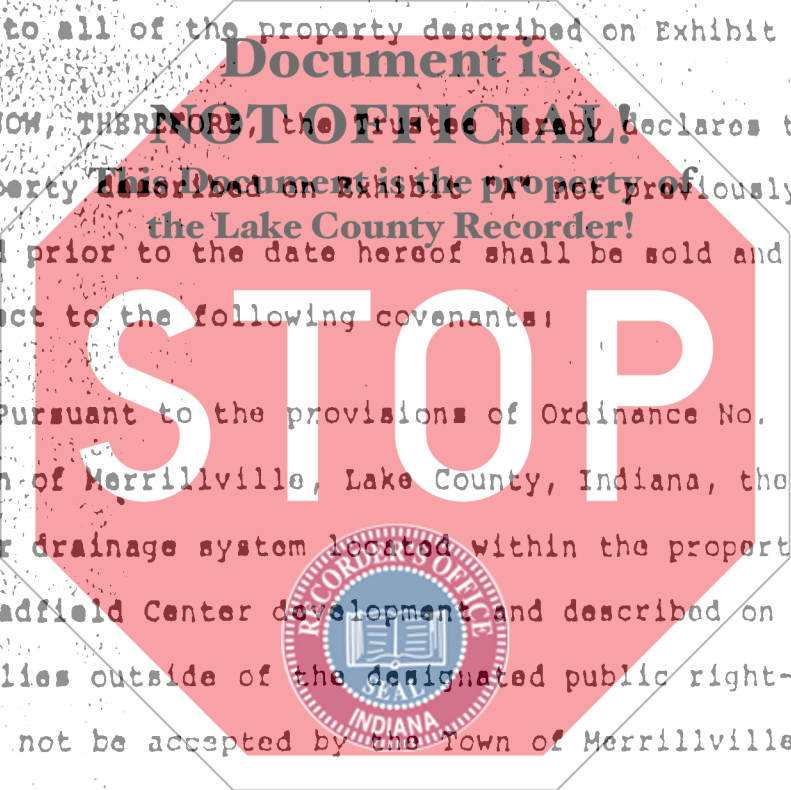
This Declaration made this 19th day of August, 1981, by the Mercantile National Bank of Indiana, as Trustee under a Trust Agreement dated January 17, 1975, and known as Trust No. 3304, (hereinafter referred to as the "Trustee"), Witnesseth:

WHEREAS, the Trustee is the owner of certain real estate known as the Broadfield Center in the Town of Merrillville, Lake County, Indiana, which is legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Trustee desires to create certain covenants applicable to all of the property described on Exhibit "A".

NOW, THEREFORE, the Trustee hereby declares that all of the property described on Exhibit "A" not previously sold or conveyed prior to the date hereof shall be sold and conveyed subject to the following covenants:

Pursuant to the provisions of Ordinance No. 81-22 of the Town of Merrillville, Lake County, Indiana, the storm water drainage system located within the property known as the Broadfield Center development and described on Exhibit "A" which lies outside of the designated public right-of-way, shall not be accepted by the Town of Merrillville and the Town shall not be obligated to maintain said storm water drainage system. The owners of the real estate described on Exhibit "A" agree to maintain that portion of the storm water drainage system lying outside of the designated public right-of-way. However, in the event said owners fail to maintain said storm water drainage system in a good working order in a timely manner, and if the Town elects to maintain



STATE OF INDIANA  
LAKE COUNTY  
RECORDER'S OFFICE  
AUG 24 1 51 PM '81  
WILLIAM J. ...  
RECORDER

*For that see ...*

27-35-8

FILED  
New Key 15-506-152  
AUG 24 1981

*Lucas O. ...*  
AUDITOR LAKE COUNTY

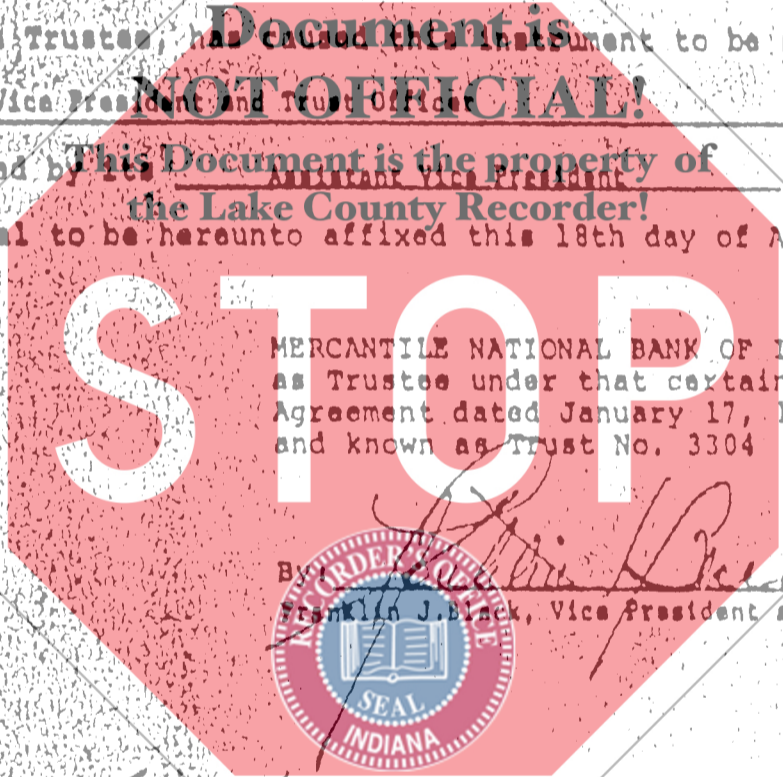
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922

EXHIBIT "C"

said system, then the Town may assess said owners for the actual cost of maintaining said system. The total assessment shall be prorated on a per acreage basis among the owners of all of the real estate described on Exhibit "A". In the event Ordinance No. 8122 or any part thereof is repealed or declared invalid by a court of competent jurisdiction, then this Covenant or the affected portion of this Covenant shall become null and void. This Covenant shall be deemed a covenant running with the land and it shall be binding upon and inure to the benefit of the owners of all of the real estate platted hereon.

IN WITNESS WHEREOF, the Mercantile National Bank of Indiana, as Trustee, has caused this instrument to be signed by its Vice President and Trust Officer and attested by its Assistant Vice President and its seal to be hereunto affixed this 18th day of August, 1981.



MERCANTILE NATIONAL BANK OF INDIANA  
as Trustee under that certain Trust  
Agreement dated January 17, 1975  
and known as Trust No. 3304

By Franklin J. Black  
Franklin J. Black, Vice President and Trust Officer


ATTEST:

Dennis Biefeldt  
Dennis Biefeldt, Assistant Vice President

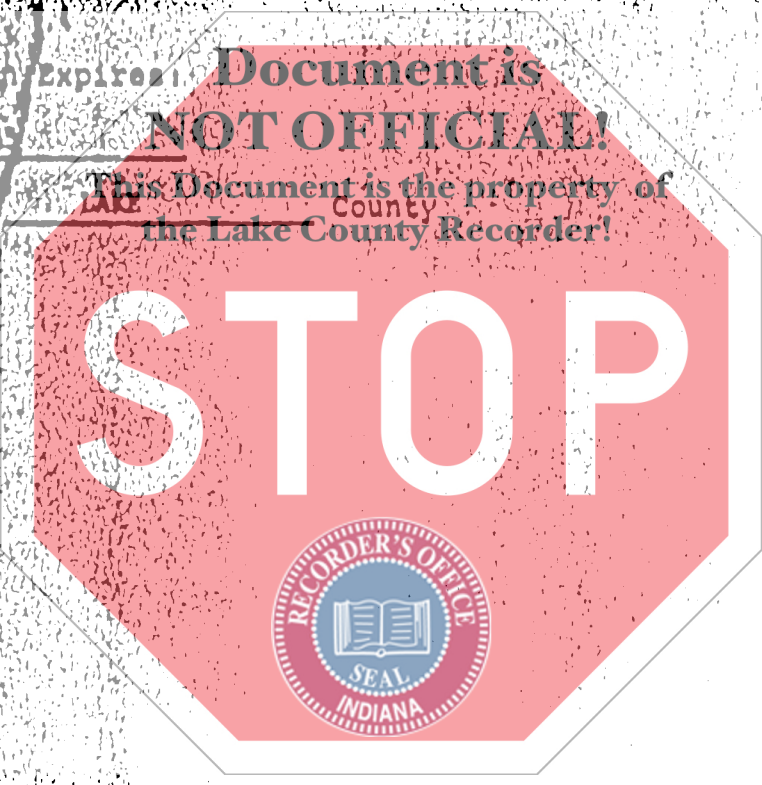
STATE OF INDIANA )  
                          ) 88  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, this 19th day of August, 1981, personally appeared Franklin J. Black, Vice President and Trust Officer and Dennis Bielfeldt, Assistant Vice President of MERCANTILE NATIONAL BANK OF INDIANA, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

GIVEN under my hand and notarial seal this 19th day of August, 1981.

  
Notary Public  
Louise M. Johnson

*[Handwritten scribbles]*



This instrument was prepared by Richard W. Johnson, Singleton, Levy, Crist & Johnson, 9013 Indianapolis Boulevard, Highland, Indiana 46322



Part of the Southwest Quarter and that part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 35 North, Range 8 West of the Second Principal Meridian, lying West of Interstate Highway No. 65 described as follows: Beginning at the Southwest corner of said Section 27; thence South 89 degrees, 32 minutes, 13 seconds East along the South line of said Section 27, a distance of 2364.57 feet to the Southeast corner of the Southwest Quarter of said Section 27; thence North 0 degrees, 02 minutes, 31 seconds East along the East line of said Southwest Quarter, a distance of 1324.0 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 27; thence South 89 degrees, 34 minutes, 55 seconds East along the South line of said Northwest Quarter of the Southeast Quarter a distance of 1092.45 feet to a point on the West right-of-way line of Interstate Highway No. 65; thence Northerly along said West right-of-way line to the North line of the South Half of said Section 27; thence North 89 degrees, 35 minutes, 37.5 seconds West along said North line a distance of 3685.0 feet to a point on the West line of said Section 27; thence South 0 degrees, 00 minutes West along said West line a distance of 2645.38 feet to the place of beginning, excepting therefrom the following described tract. Beginning at a point on the West line of said Section 27, 960.0 feet North of the Southwest corner of said Section 27; thence East at right angles 132.27 feet; thence North at right angles 80.0 feet; thence West at right angles to a point on the West line of said Section 27, which is 80.0 feet North of the place of beginning; thence South along the West line of said Section 27 to the place of beginning, all in Merrillville, Lake County, Indiana.

