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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

**RESERVATION OF EASEMENT AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOT D IN THE GATES OF ST. JOHN, UNIT 1C
A SUBDIVISION TO THE TOWN OF ST. JOHN, INDIANA
AS RECORDED IN PLAT BOOK 102, PAGE 27
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA**

McFarland Homes VI, LLC, an Indiana limited liability company ("Declarant"), hereby reserves an Easement as described herein and subjects Lot D in the Gates of St. John, Unit 1C, a Subdivision to the Town of St. John, Indiana, a Subdivision to the Town of St. John, Indiana as recorded in Plat Book 102, page 27 in the Office of the Recorder of Lake County, Indiana to this Reservation of Easement and Declaration of Covenants, Conditions and Restrictions (this "Declaration").



WITNESSETH:

WHEREAS, Declarant as the owner of all of Lot D has the right to reserve easements and place covenants, conditions and restrictions thereon; and

WHEREAS, Declarant desires to reserve a twenty foot (20') wide ingress/egress easement as hereinafter described and to provide covenants, conditions and restrictions on Lot D.

NOW, THEREFORE, Declarant hereby reserves the easement described herein and subjects Lot D to the following covenants, conditions and restrictions:

REAL ESTATE AFFECTED BY THESE COVENANTS

Declarant declares that the following described property:

Lot D in The Gates of St. John, Unit 1C, a subdivision in the Town of St. John, Indiana, as per Record Plat thereof appearing in Plat Book 102, Page 27, in the Office of the Recorder of Lake County, Indiana.

FILED

DEC 15 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

017641

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CS
RM

Commonly known as 9422-9458 West 107th Lane, St. John, Indiana ("Lot D")

shall be held, transferred, sold, conveyed, occupied, subject to this Declaration, which are declared and agreed to be in furtherance of a plan for the improvement of Lot D; this Declaration shall be binding upon and shall inure to the benefit of all persons having right, title and interest therein and at any part thereof, and their respective heirs, legatees, personal representatives, successors and assigns; and this Declaration is established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of Lot D.

II.

EASEMENT RESERVED

Declarant hereby reserves a twenty foot (20') wide ingress/egress easement over and across the following described property (the "Easement Area"):

The Northerly 20 feet of the Southerly 32.5 feet of Lot D, by lines parallel to the two Southerly lines of said Lot D, in THE GATES OF ST. JOHN, UNIT 1C, a subdivision in the Town of St. John, Indiana, as per Record Plat thereof appearing in Plat Book 102, Page 27, in the Office of the Recorder of Lake County, Indiana.

Said reservation of easement shall be non-exclusive, perpetual and shall run with the land.

III.

PROVISIONS AFFECTING EASEMENT AREA ON LOT D

A. The Easement Area reserved herein shall be governed by the following terms and conditions:

1. Use. The Easement Area shall provide ingress and egress for each owner of the three (3) unit building to be constructed on Lot D for all pedestrian use and for all vehicles.

2. Maintenance, Repair and Replacement. The cost of the maintenance, repair and replacement of the roadway in said Easement Area shall be shared by the three (3) record titleholders equally. In other words, the record title holder of 9422 West 107th Lane, St. John, Indiana, Parcel ID #45-15-03-354-020.000-015, 9436 West 107th Lane, St. John, Indiana, Parcel ID #45-15-03-354-019.000-015, and 9458 West 107th Lane, St. John, Indiana, Parcel ID #45-15-03-354-018.000-015, shall each be responsible for one-third (1/3) of the costs of said maintenance,

repair and replacement of the roadway located in the Easement Area.

3. Snow Plowing. Unless snow plowing is provided by the Association governing Unit 1C of the Gates of St. John subdivision, which Unit 1C includes Lot D, the costs of snow plowing of the roadway and sidewalks located in the Easement Area shall be shared equally by the record title holders of the three (3) parcels located on Lot D.

4. Parking. Parking shall not be permitted on the roadway in the Easement Area.

5. Insurance. All three (3) record title holders of Lot D shall insure their respective portions of the Easement Area and name the record title holders of the other two (2) parcels of Lot D as additional insureds on their respective liability insurance policies. If naming the record title holders of the other two (2) parcels of Lot D as additional insureds is either not available or non-economical, then each record title holder shall at least insure its portion of the Easement Area without naming the other two (2) record title holders as additional insureds.

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IV.

MISCELLANEOUS PROVISIONS

1. No Waiver. No delay or omission by any party in exercising any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Declaration shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any covenant, condition, provision or performance under this Declaration shall not be effective unless given in writing and shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, provision or performance of this Declaration, unless otherwise expressly provided by such waiver.

2. Captions. The Section headings, captions and other similar designations, are for convenience and reference only, and in no way define or limit the scope and content of this Declaration, or in any way affect its provisions.

3. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

4. Severable Provisions. In the event that any provision of this Declaration is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other terms, covenant, provision, phrase or other element of this Declaration.

5. **No Third Party Beneficiary.** No third party shall have any rights, claims or remedies under or interest in this Declaration on account of the existence or performance or nonperformance by a party of its obligations under this Declaration.

6. **Attorney Fees.** In the event any party to this Declaration is compelled to enforce any provisions of this Declaration against another party hereto, then the prevailing party shall be entitled to recover its reasonable attorney fees, court costs and other expenses from the non-prevailing party as a result of such enforcement.

7. **Counterparts.** This Declaration may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

8. **Notices.** Any notices, communications and waivers under this Declaration shall be in writing and shall be (i) delivered in person; (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested; or (iii) by commercial overnight express carrier, addressed in each case as follows:

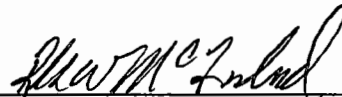
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To Declarant: McFarland Homes VI, LLC
c/o McFarland, Management, LLC, Manager
2300 Ramblewood, Unit A
Highland, IN 46322

To Each Record Title Holder: To such record title holder at their then current address as set forth in the records of the Office of the Auditor of Lake County, Indiana

or to any other address designated by a party hereto in a written notice to the other party. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery; (ii) if sent by overnight, express carrier, then on the next business day immediately following the day sent; or (iii) if sent by registered or certified mail, then on the earlier of the third business day following the day sent or when actually received.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and attested to as of the 14th day of December, 2015.

McFARLAND HOMES VI, LLC, an Indiana limited liability company
By: McFARLAND MANAGEMENT, LLC, Manager

By: 
Ronald W. McFarland, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared McFarland Homes VI, LLC, an Indiana limited liability company by McFarland Management, LLC, Manager, by Ronald W. McFarland, President, who acknowledged that he signed and delivered the said instrument as his own free and voluntary act as an authorized agent for and on behalf of said McFarland Homes VI, LLC, an Indiana limited liability company.

Given under my hand and notarial seal this 14th day of December,

2015.

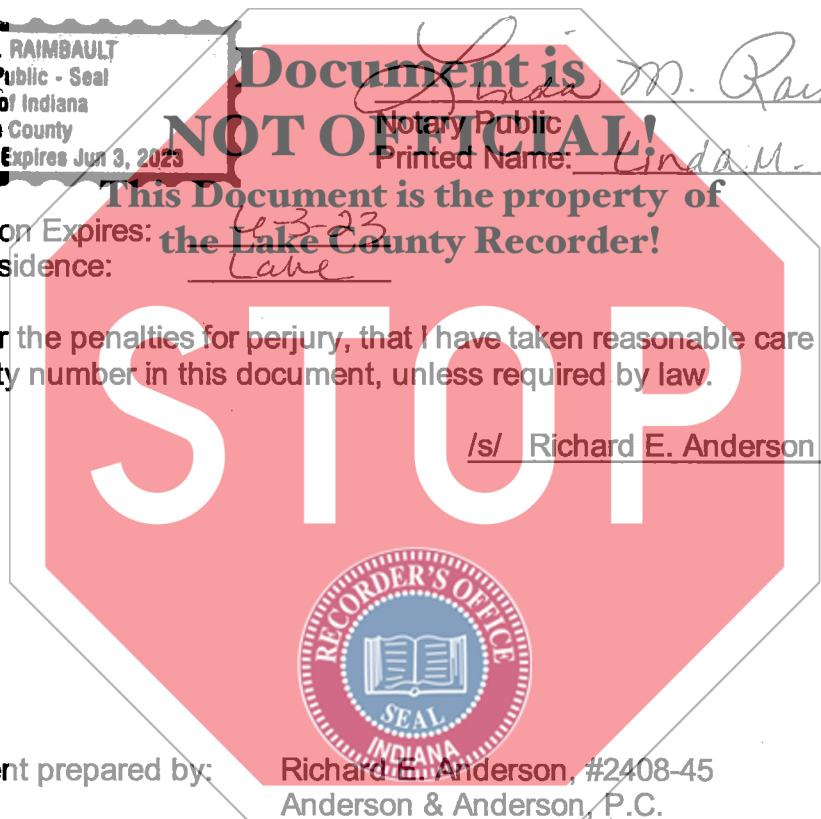
LINDA M. RAIMBAULT
Notary Public - Seal
State of Indiana
Lake County
My Commission Expires Jun 3, 2023

Document is Linda M. Raimbault
Notary Public
Printed Name: Linda M. Raimbault

This Document is the property of
My Commission Expires: 6-3-23
County of Residence: Lake
the Lake County Recorder!

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Richard E. Anderson



This instrument prepared by: Richard E. Anderson, #2408-45
Anderson & Anderson, P.C.
9211 Broadway
Merrillville, IN 46410
(219) 769-1892