

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR THE GATES OF ST. JOHN
POD 10 I, K, & L - CYPRESS GATE**

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This *Supplemental Declaration of Covenants, Conditions, and Restrictions for The Gates of St. John POD 10 I, K, & L - Cypress Gate* (hereinafter referred to as "Declaration") is made and entered by BLB St. John, LLC, an Indiana Limited Liability Company (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, the Declarant is the owner of the real property legally described in ARTICLE I of this Declaration, and referred to herein as "THE GATES OF ST. JOHN", POD 10 I, K, & L CYPRESS GATE (hereinafter referred to as "POD 10 I, K, & L").

WHEREAS, POD 10 I, K, & L is part of *The Gates of St. John* development and is already subject to a *Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Homeowner's Association for the Gates of St. John, Lake County, Indiana* recorded on April 17, 2017, as Document No. 2017 023509 in the Office of the Recorder of Lake County, Indiana (hereinafter referred to as "Master Covenants").

WHEREAS, Declarant desires to subject POD 10 I, K, & L to additional conditions, covenants, and restrictions, all of which are for the benefit of POD 10 I, K, & L and the owners thereof, and shall inure to the benefit of and shall pass with each and every parcel of POD 10 I, K, & L.

NOW, THEREFORE, Declarant hereby declares that POD 10 I, K, & L and such additions thereto, is and shall be held, sold and conveyed subject to the following supplement easements, restrictions, covenants, conditions, burdens, uses, privileges, charges and liens which shall exist at all times hereafter among all parties having or acquiring any right, title or interest in or to any portion of POD 10 I, K, & L; which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title or interest in POD 10 I, K, & L or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PROPERTY SUBJECT TO DECLARATION

1.1 **Original Property.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described on Exhibit "A", attached hereto and made a part hereof.

1.2 **Added Property.** The Declarant shall have the unilateral right, privilege and option, from time to time at any time until the end of the tenth (10th) year after the recording of



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this Declaration, to annex, submit and subject to the provisions of this Declaration, additional real property, by recording an amendment to this Declaration ("Supplemental Amendment").

ARTICLE II
MASTER COVENANTS

This Declaration is subordinate to the Master Covenants and this Declaration is intended to supplement and further restrict POD 10 I, K, & L. All other requirements and restrictions of the Master Covenants shall apply to POD 10 I, K, & L.

ARTICLE III
DEFINITIONS

For the purposes of this Declaration, the following definitions shall apply. Additionally, any defined terms in the Master Covenants shall apply.

3.1 **"Age-Qualified Occupant"** shall mean any individual who is 55 years or age or older and who occupies a Residential Unit. The term "occupy", "occupies", or "occupancy" shall mean staying overnight in a Residential Unit for at least ninety (90) days in a consecutive twelve (12) month period.

3.2 **"Association"** shall mean and refer to The Gates of St. John Homeowner's Association, Inc., an Indiana corporation, and its successors and assigns.

3.3 **"HOPA"** shall mean the *Housing for Older Persons Act of 1995*, and any amendments thereto.

3.4 **"POD 10 I, K, & L Assessments"** shall mean Assessments for Common Expenses specifically provided for herein for POD 10 I, K, & L. The POD 10 I, K, & L Assessment shall be levied equally against Owners of Residential Units for such purposes that are authorized by this Declaration and by the Association Board of Directors from time to time.

3.5 **"Residential Unit"** shall mean one of the parcels and the residential unit located thereon, which is a part of the POD 10 I, K, & L intended for independent ownership for use and occupancy as a single family residence.

3.6 **"Qualified Residents"** shall mean any of the following persons occupying a Residential Unit:

- (a) Any Age-Qualified Occupant;
- (b) Any person 19 years of age or older occupying a Residential Unit with an Age-Qualified Occupant; and
- (c) Any person 19 years of age or older who occupied a Residential Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Residential Unit after termination of the Age-Qualified Occupant's occupancy thereof.

ARTICLE IV
SUPPLEMENTAL USE RESTRICTIONS

4.1 **Age Restrictions.** POD 10 I, K, & L is intended to provide housing primarily for persons 55 years of age or older. POD 10 I, K, & L shall be operated as an age restricted community in compliance with all state and federal laws. No person under 19 years of age shall stay overnight in a Residential Unit for more than ninety (90) days in any consecutive twelve (12) month period. Each Residential Unit shall be occupied by at least one (1) Age-Qualified Occupant and may be additionally occupied by Qualified Residents. Notwithstanding the above, at all times, at least eighty percent (80%) of the Residential Units within POD 10 I, K, & L shall be occupied by at least one (1) Age-Qualified Occupant. The Board of the Association shall establish, and may amend or revise, policies and procedures, and from time to time, as necessary to maintain POD 10 I, K, & L's status as an age restricted community under state and federal law. The provisions of this Section may be enforced by the Association by an action in law or equity, including, without limitation, an injunction requiring specific performance hereunder. The provisions of this Section are based upon the requirements and restrictions of HOPA. In the event that HOPA is amended or other federal or state laws are enacted after this Declaration is recorded that imposes stricter or additional requirements, then the terms hereof shall be automatically amended or supplemented by the HOPA amended terms or new federal or state laws in order for POD 10 I, K, & L to maintain its age restricted community designation.

4.2 **Screening.** Only natural screening is allowed between units as approved by the ARC. No fencing of any kind is permitted.

4.3 **Courtyards.** Courtyards are allowed as approved by the ARC based upon location, material to be used, and general aesthetics with surrounding area, but in no event shall such courtyards exceed 628 square feet.

4.4 **Animals.** An Owner may not keep, raise or breed any animals, livestock or poultry in or on a Residential Unit, provided, however, that no more than two (2) dogs or one (1) dog and two (2) cats shall be allowed to be kept in or on a Residential Unit, subject to the Rules and Regulations of the Association. Notwithstanding anything contained herein to the contrary, the Association may impose a special assessment against any Parcel Owner for repairs or replacements required to be made to the exterior of the unit or the landscaped areas as a result of damage created by the Owner's animal. No animals shall be allowed to run loose at any time and no dog be allowed to continuously bark, yelp, whine or howl by the Owner of any Residential Unit. All pets shall be leashed.

4.5 **Other Restrictions.**

- (a) Swimming pools, above or below ground, are prohibited.
- (b) Once a residence is constructed, further exterior building modifications are prohibited and maintenance shall be performed as necessary.
- (c) Accessory buildings and structure are prohibited (by way of example only and not as a limitation: sheds, pergolas, and decks.)
- (d) All exterior doors shall be white and storm doors shall be white with full view glass as approved by ARC.

ARTICLE V
POD 10 I, K, & L MAINTENANCE

5.1 **Association Responsibilities.** Unless otherwise provided by an amendment to this Declaration by a vote of two-thirds (2/3) of the owners of POD 10 I, K, & L or as amended by the Declarant, the Association shall provide the following for the Residential Units in POD 10 I, K, & L:

- (a) fertilization four (4) times a year for lawns and regular grass mowing;
- (b) pruning two (2) times a year of original landscaping materials;
- (c) the removal of the snow from sidewalks and driveways within twenty-four (24) hours, when accumulation is two (2) inches or more, however, no salting shall be provided; and
- (d) sprinkler turn on in spring and turn off in fall of each year and backflow testing as required, however, each Residential Unit owner is responsible for charges based upon water usage for the sprinklers and each Residential Unit owner for repair costs of backflow and sprinkler system components.

Any additional services provided by the Association at the request of the Residential Unit owner and agreed to by the Association shall be billed separately and paid for by the Residential Unit owner.

5.2 **Residential Unit Owner's Responsibilities.** Except as provided in Section 5.01 hereof, the Residential Unit Owner thereof shall be solely responsible for maintaining their Residential Unit, including the exterior portions thereof. The Owner shall perform such maintenance in a manner consistent with the Community-Wide Standard of the overall Development. In the event that a Residential Unit owner fails to maintain their Residential Unit after written notice by the Association allowing a minimum of 15 days to cure, the Association may cure the maintenance issues and charge the Residential Unit owner for such expenses incurred and may treat such amounts expended as a Special Assessment.

ARTICLE VI
RULES AND REGULATIONS OF THE ASSOCIATION

6.1 **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the operations of the Association, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions and fines may be imposed. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

ARTICLE VII
POD 10 I, K, & L ASSESSMENTS

7.1 **POD 10 I, K, & L Assessments.** There are hereby created a POD 10 I, K, & L Assessment for the Association provided maintenance services provided in Section 5.1 in addition to the general assessments imposed for the entire development. Assessments shall be allocated equally among all Residential Units within POD 10 I, K, & L. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these POD 10 I, K, & L Assessments. POD 10 I, K, & L Assessments shall be billed and collected by the Association as determined by the Association and in the event of a failure to pay, the POD 10 I, K, & L Assessment shall be collected as provided in Article IX of the Master Covenants, as may be amended from time to time.

8.1 **Amendment.** Amendments to this Declaration shall be amended as follows, provided, however, that no amendment may revoke, remove, or modify any right or privilege of the Declarant, without the Declarant's written consent.

- ARTICLE VIII**
AMENDMENT
Document is
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the Lake County Recorder!
- (a) **Owner Resolution.** Except as provided herein, a resolution to amend the Declaration may be adopted by the affirmative vote of not less than three-fourths (3/4) of the owners of POD 10 I, K, & L (not three-fourths (3/4) of a quorum), at any regular or special meeting of the Members called and held; provided, however, that any such amendment must also be approved and ratified by not less than three-fourths (3/4) of the Board of Directors (not three-fourths (3/4) of a quorum). The amendment shall not be effective until a certified copy thereof is recorded in the Office of the Recorder of Lake County, Indiana.
- (b) **Amendments by Declarant.** Notwithstanding any other provision of this Declaration, and in addition to any other right to amend elsewhere set forth herein, the Declarant alone may amend this Declaration without the consent of the Owners, the Association, the Board of Directors or any Mortgagee, or any other Person, (1) to correct scrivener's errors, minor defects or omissions, or (2) to comply with the requirements of Indiana law or federal law, or (3) to comply with the requirements of any governmental agency, public authority, or title insurance company, or (4) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by each sell, insure or guarantee first mortgages covering Residential Units, (5) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering residential units, or (6) to add real estate to be subject to this Declaration. This subparagraph shall constitute an irrevocable special power of attorney to

Declarant on behalf of all Owners, Mortgagees, and any and all other Persons having an interest of any kind in any property in POD 10 I, K, & L, for so long as Declarant and it shall become effective upon the recording of a copy thereof in the Office of the Recorder of Lake County, Indiana.

ARTICLE IX
GENERAL PROVISIONS

9.1 **Term.** The covenants and restrictions of this Declaration shall run with and bind POD 10 I, K, & L, and shall inure to the benefit of an shall be enforceable by the Association or the Owner of any Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) 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 a majority of the then Owners, has been recorded within the year preceding and the beginning of each successive period often (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

9.2 **Restrictions, Conditions, Covenants, Reservations and Charges.** Each Grantee of Declarant, by taking title to a Parcel and each Purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Parcel as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

9.3 **Enforcement of Covenants.** Declarant and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to present the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Parcel any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof from Declarant or the Association to the Owner of any such Parcel, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

9.4 **Deviations and Amendments.** The Declarant reserves unto itself the right to amend this Declaration and enter into agreements with the grantee of any parcel, lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of this Declaration.

ARTICLE X
MISCELLANEOUS

10.1 **Severability of Invalid or Unenforceable Provisions.** If any term, covenant, provision, phrase or other element 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.

If any part of this Declaration, or any term, covenant, provision, phrase or other element, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any other term, covenant, provision, phrase or other element in other circumstances shall not be affected thereby.

10.2 **Limitation on Declarant's Liability.** Notwithstanding anything to the contrary herein, it is expressly agreed, and such Owner, by accepting title to a Residential Unit and becoming an Owner acknowledges and agrees that neither Declarant (including without limitation any assignee of the interest of Declarant hereunder) nor any members of Declarant (or any member, partner, officer, director or shareholder in any such assignee) shall have any liability, personal or otherwise, to any Owner or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except, in the case of Declarant (or its assignee), to the extent of its interest in the Submitted Parcel; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

10.3 **Binding Effect.** This Declaration shall be binding upon and inure to the benefit of each Owner, its successor, grantees, assigns and the legal representatives thereof.

10.4 **Notices.** Any notice required to be sent to any Owner under provision of this Declaration shall be deemed to have been properly sent when mail, postage paid, to the last known address of the person who appears as owner on the records of the Lake County Auditors official property tax records at the time of such mailing.

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

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed as of this 8th day of August, 2017.

BLB ST. JOHN, LLC

By: ~~LOTTON DEVELOPMENT, INC.~~, Manager

By: _____

John T. Lotton, its President

STATE OF INDIANA

) SS

COUNTY OF LAKE

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that John T. Lotton, President of Lotton Development, Inc., Manager of BLB ST. JOHN, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and caused said instrument to be signed by his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of August, 2017.

LISA MARIE GOERS
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
My Commission Expires October 9, 2024

Lisa Marie Goers
NOTARY PUBLIC

*I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by Timothy R. Kuiper, 130 N. Main, Crown Point, Indiana 46307.
After recording, return to: Timothy R. Kuiper, 130 N. Main, Crown Point, Indiana 46307.*

Exhibit "A"

**LEGAL DESCRIPTION
UNIT 10I**

THAT PART OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE, COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 942.02 FEET, TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, ALONG SAID WEST LINE, 430.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 220.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 7.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 200.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF THE GATES OF ST JOHN UNIT 1 C AND IT'S EXTENSION, 520.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, 200.00 FEET TO THE EAST LINE OF THE GATES OF ST. JOHN UNIT 10 C; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, ALONG SAID EAST LINE, 97.47 FEET TO THE NORTHEAST CORNER OF SAID UNIT 10 C; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID UNIT 10 C, 220.00 FEET TO THE PLACE OF BEGINNING; CONTAINING 4.5592 ACRES, MORE OR LESS; ALL IN LAKE COUNTY, INDIANA.

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**LEGAL DESCRIPTION
UNIT 10K**

THAT PART OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE, COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 1372.02 FEET TO THE NORTHWEST CORNER OF THE GATES OF ST. JOHN UNIT 10 I, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 292.53 FEET TO THE SOUTHWEST CORNER OF THE GATES OF ST. JOHN UNIT 10 H; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID UNIT 10H, 433.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 200.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, 13.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST, 100.00 FEET TO THE NORTHEAST CORNER OF SAID UNIT 10 I; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID UNIT 10 I: 1) SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, 200.00 FEET; 2) NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 7.47 FEET; 3) SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, 220.00 FEET TO THE PLACE OF BEGINNING; CONTAINING 2.9145 ACRES, MORE OR LESS; ALL IN LAKE COUNTY, INDIANA.

**LEGAL DESCRIPTION
UNIT 10L**

THAT PART OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 1664.54 FEET TO THE NORTHWEST CORNER OF THE GATES OF ST. JOHN UNIT 10 K; THENCE NORTH 89 DEGREES 58 MINUTES 12 EAST ALONG THE NORTH LINE OF SAID UNIT 10 K, 433.00 FEET TO THE NORTHEAST CORNER OF SAID UNIT 10 K, AND A PLACE OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 12 ALONG THE SOUTH LINE OF THE GATES OF ST. JOHN UNIT 10 H AND SOUTH LINE OF THE GATES OF ST. JOHN UNIT 10 F, 902.00 FEET TO A NORTHWEST CORNER OF OUTLOT 1416 IN SAID UNIT 10 F; THENCE SOUTH 00 DEGREES 01 MINUTES 48 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT 1416, 129.93 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES 09 SECONDS WEST ALONG A WEST LINE OF SAID LOT 1416 AND ALONG THE NORTHERLY LINE OF THE GATES OF ST. JOHN UNIT 1 A, 71.43 FEET, THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTHERLY LINES OF UNIT 1 A: 1) SOUTH 33 DEGREES 57 MINUTES 42 SECONDS WEST, 75.47 FEET; 2) SOUTH 58 DEGREES 33 MINUTES 48 SECONDS WEST, 71.43 FEET; 3) SOUTH 67 DEGREES 09 MINUTES 53 SECONDS WEST, 87.69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST ALONG A NORTH LINE OF SAID UNIT 1 A, AND ALONG THE NORTH LINE OF THE GATES OF ST. JOHN UNIT 1 C, 715.42 FEET TO THE NORTHWEST CORNER OF SAID UNIT 1 C; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EAST LINE OF THE GATES OF ST. JOHN UNIT 10 I AND THE EAST LINE OF THE GATES OF ST. JOHN UNIT 10 K: 1) NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 140.00 FEET; 2) NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 13.00 FEET; 3) NORTH 00 DEGREES 01 MINUTES 48 SECONDS WEST, 200.00 FEET TO THE PLACE OF BEGINNING; CONTAINING 6.7854 ACRES, MORE OR LESS; ALL IN LAKE COUNTY, INDIANA.

