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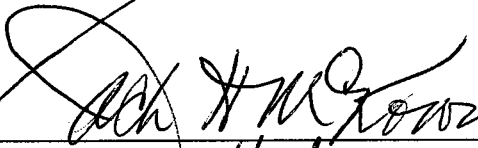
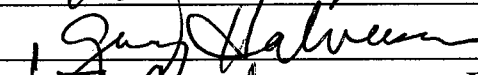
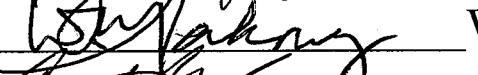

**Donnybrook Homeowner's Association, Inc.**

**C/O Jack H. McKown  
11525 Ralston Avenue  
Carmel, IN 46032-3445**

2007028775 DECL \$23.00  
05/25/2007 01:16:19P 6 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

The undersigned officers and directors of Donnybrook Woods Homeowner's Association, Inc. hereby certify that the following covenants (and restrictions) constitute the revised and approved covenants for Donny Brook Woods Addition, (as described in Hamilton County Plat Book #3, page 61). Further, these covenants have been revised in accordance with provisions of the existing original covenants, and were approved by a majority vote of the 12 lot-owners in title, as of the date of 12/31/2006.

In witness thereof, the following officers and directors of the Donnybrook Woods Homeowner's Association, Inc. affix their signatures on this 17<sup>th</sup>. day of February, 2007.

 Jack H. McKown, President  
 Gary Halverson, Vice-President  
 William Mahoney, Boardmember  
 April Gubbins, Secretary

Signed at Carmel, Indiana.

(Continued)

~~2007011253 DECL \$21.00  
02/28/2007 12:38:27P 5 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented~~

County of Hamilton

February 17, 2007

Notarized:

Heather J. [Signature]  
Heather L. Snel [Signature]



STATE of Indiana  
County of Hamilton  
Comm expires 5-2-07

[Signature]

"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." Name:

This document has been prepared by James A. Grimes & Jack H. McKown, with advisement from E. Davis Coots.

COPY

DECLARATION OF COVENANTS OF DONNYBROOK ADDITION

1. DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

- 1.1. "Accessory building" means a building that is not a residence, e.g. detached garage, storage shed, or workshop.
- 1.2. "Addition" means the Donnybrook Addition.
- 1.3. "Association" means the Donnybrook Neighborhood Association, Inc., an Indiana not-for profit corporation.
- 1.4. "Single-Family Residence" means a residence containing only one dwelling unit and occupied by a single family.
- 1.5. "Lot" means any numbered parcel of land shown and identified as a Lot on the plat of the Addition.
- 1.6. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.
- 1.7. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary.
- 1.8. "Plat" means the subdivision plat of the Donnybrook Addition – Section I, Hamilton County, Indiana (as the same may be amended or supplemented from time to time).
- 1.9. "Residence" means a building in which people live.
- 1.10. "Routinely Parked" means parked in excess of 14 days during any calendar month.
- 1.11. "Structure" means a construction that provides outdoor living space, e.g. a porch, deck, patio, or gazebo.
- 1.12. "Dwelling Unit" means a group of rooms within a residence that have a common entrance, kitchen, sanitary and sleeping facilities.
- 1.13. "Multi-Family Residence" means a residence containing more than one dwelling unit and/or occupied by more than a single family.
- 1.14. "Single Family" means a family that consists of not more than one (1) of the following:
  - 1.14.1. One (1) person or two (2) or more persons related by blood or marriage, with no more than two (2) roomers or boarders, and with any number of natural children, foster children, stepchildren or adopted children; or
  - 1.14.2. A group of not more than four (4) persons not necessarily related by blood or marriage.

## 2. GENERAL PROVISIONS

All Owners, their tenants, guests, invitees and Mortgagees, or any other person using or occupying a Lot or any part thereof shall be subject to and shall observe and comply with the restrictions, limitations, and covenants set forth in this Declaration.

The right to enforce the provisions, restrictions, and covenants of this Declaration by injunction, together with the right to cause removal by due process of law of any building or structure or part thereof, erected or maintained in violation thereof, is hereby dedicated and reserved to the Owners of the Lots in the Addition and to their heirs and assigns.

The provisions in this Declaration shall remain in full force and effect unless changed by vote of a majority of the Owners of the Lots covered by these covenants.

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

## 3. USE RESTRICTIONS

- 3.1. Every Lot is a residential lot and shall be used exclusively for residential purposes.
- 3.2. No Lot shall be subdivided after approval of this Declaration.
- 3.3. No buildings other than a Single-Family Residence, Accessory Building, or Structure shall be erected on any Lot.
- 3.4. No building on any Lot can be converted to a Multi-Family Residence.
- 3.5. Not more than one building shall be erected or used for residential purposes on any Lot.
- 3.6. There are strips of ground 6 feet, 10 feet, and 20 feet in width as shown on the Plat, marked "Drainage and Utility Strips" which are reserved for use by public utility companies for the installation, maintenance, and repair of water and sewer mains, poles, ducts, drains, lines, wires, and cables. No permanent or other Residence, Structure, or Accessory Building shall be erected or maintained upon said strips of land.
- 3.7. Building lines are established on the Plat of the Addition. No Residence, Structure (except an open porch), Accessory Building, or fence shall be erected or maintained between such building lines and the property lines.
- 3.8. No Residence, Structure, or Accessory Building shall be erected within 35 feet of the front property line.
- 3.9. No Residence, Structure, or Accessory Building shall be erected within 10 feet of a side Lot line. However, where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

- 3.10. No 1 or 1 ½ story Residence shall be erected on any Lot having a ground floor area of less than 1100 square feet or 900 square feet in the case of a 2 story Residence, exclusive of open porches and attached garages.
- 3.11. No Residence, Structure, or Accessory Building shall exceed 2 stories or 25 feet in height measured from finish grade to the under side of eave line.
- 3.12. No garage shall exceed two car in size.
- 3.13. No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent Residence on any Lot.
- 3.14. The exterior of any Residence or Accessory Building built on any Lot shall be completed within one (1) year after the date of commencement of the building process.
- 3.15. All sanitary and toilet facilities for this addition shall meet the requirements of the Indiana State Board of Health. Specifically, no permanent outside toilets shall be permitted on any Lot.
- 3.16. Private swimming pools may be constructed only on the rear half of any Lot, no closer than 15 feet to any side or rear lot line, and shall be enclosed by a substantial protective barrier at least 60 inches in height, not to exceed 80 inches in height, which shall be adequate to protect persons, children or animals from danger or harm, and shall be equipped with a self-closing, self-latching gate.
- 3.17. No above ground pool shall be constructed on any Lot.
- 3.18. No disabled motor vehicles shall be stored on any Lot in open public view.
- 3.19. No motor home, recreational vehicle, bus, or double-axle truck shall be Routinely Parked on any Lot.
- 3.20. No motor vehicles, campers, trailers, or boats shall be parked in the yard (i.e. off the driveway) of any Lot overnight.
- 3.21. No animals, livestock or poultry shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- 3.22. No Lot in the Addition shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers.
- 3.23. At no time shall any Lot or parcel be stripped of its top soil, trees, or allowed to go to waste by being neglected, excavated, unmowed, or having refuse or trash thrown or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes, shall be stored upon any Lot more than a reasonable time for the purpose in which they are to be used to be completed.
- 3.24. No noxious, unlawful, or otherwise offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

Note To File: this page constitutes the 6<sup>th</sup>. page of the instrument numbered 2007011253, recorded on 02/28/2007. There were to be 4 pages of covenants filed, plus the face page with officers signatures, and the notary page. Page four was omitted from the original filing.

#### 4. HOMEOWNERS ASSOCIATION

- 4.1. Corporation. The Donnybrook Neighborhood Association, Inc. has been formed for the purposes of promoting the health, safety and welfare of the Addition and to assess and collect periodic dues from the Owners for purposes permitted by these Covenants and as determined by the Board of Directors.
- 4.2. Membership Incorporation. Each Owner of a Lot shall automatically, upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as ownership of the Lot ceases, but membership shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of the Lot; provided however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless such entity realizes upon its security at which time the secured party shall automatically be and become an Owner and Member of the Corporation.
- 4.3. Voting Rights. Each Lot Owner shall be entitled to one vote for each Lot of which such Member is the Owner with respect to matters submitted to a vote of Members. When more than one person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation but all of such persons shall have only one vote for such Lot which votes shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot.