

1991-5920

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(1)

FOX HOLLOW ESTATES

H-5921
11-16-91
Collection of Confront
& Restrictions
True & Correct Copy
True & Correct Copy
1991-5920
1991-5920
1991-5920

ENTERED FOR RECORD
11-16-91
PLAT
1991-5920



E-CREK DATA					
DATE	FILE	APC	CHRD	THURS	1992/97
11-16-91	1991-5920	1991-5920	1991-5920	1991-5920	1991-5920
11-16-91	1991-5920	1991-5920	1991-5920	1991-5920	1991-5920
11-16-91	1991-5920	1991-5920	1991-5920	1991-5920	1991-5920

SCALE 1"=100'

NOTE: The house sites on lots 1 & 2 shall be limited to three(3) bedrooms.

NOTE: No surface or subsurface drainage shall be directed to the ditch along the west side of EAGLE CREEK ESTATES.

EAGLE CREEK ESTATES

LEGEND

- D & U.E. - DRAINAGE & UTILITY EASEMENT
- B - BUILDING LINE
- U.E. - UTILITY EASEMENT
- RL - RADIAL LOT LINE
- C - CENTERLINE
- - PROPERTY ADDRESS

CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY SECTION IC 36-7-4-700 ET. SEQ. AND ALL AMENDMENTS THERETO, THE UNDERSIGNED HEREBY CERTIFIES THAT PUBLIC NOTICE OF THE HEARING BY THE HENRIKSEN COUNTY PLAN COMMISSION OF THE ABOVE SAID OWNER'S APPLICATION FOR APPROVAL OF THIS PLAT WAS DULY GIVEN AS REQUIRED BY SECTION IC 36-7-4-700, AND ALL AMENDMENTS THERETO, AND THAT SAID PLAT HAS BEEN DULY APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONCURRING IN SUCH APPROVAL.

DATED OCTOBER 3, 1990

C. Richard Wenger
C. RICHARD WENGER
PRESIDENT OF SAID COMMISSION

Robert J. Arden
ROBERT J. ARDEN
SECRETARY OF SAID COMMISSION



38°22'48" W 737.60
38°22'48" W 737.60
38°22'48" W 737.60

Lewis Engineering, Inc.

(2)

CERTIFICATION AND DESCRIPTION
I, THE UNDERSIGNED, BEING DULY AUTHORIZED AS A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY OF "FOX HOLLOW ESTATES", SITUATED IN BROWN TOWNSHIP, HENDRICKS COUNTY, INDIANA, AND IS A TRUE REPRESENTATION OF FOLLOWING:

A part of the East half of the Southwest quarter of Section 32, Township 17 North, Range 2 East of the Second Principal Meridian in Hendricks County, Indiana, being more particularly described as follows, to-wit:

Commencing at the southeast corner of said quarter section; thence South 89 degrees 22 minutes 48 seconds west on and along the south line of said quarter section, 590.24 feet to the POINT OF BEGINNING of this description; thence continue South 89 degrees 22 minutes 48 seconds west on and along said south line, 731.60 feet to the southwest corner of the east half of the southwest quarter section; thence North 00 degrees 02 minutes 18 seconds East, on and along said west line of said east half quarter section, 1502.83 feet; thence North 88 degrees 35 minutes 06 seconds East, 731.51 feet;

to the west line of FINE'S (FREE) ESTATE, SECTION 4, as recorded in Plat 7-21, page 14 of the Public Records of Hendricks County, Indiana; thence North 70 degrees 11 minutes 46 seconds East, along said west line for the west line of FINE'S (FREE) ESTATE, SECTIONS 2 AND 1, as recorded in Plat 2-1, page 13 and 16, respectively, of the Public Records of Hendricks County, Indiana; thence North 70 degrees 11 minutes 46 seconds East, along said west line for the west line of FINE'S (FREE) ESTATE, SECTIONS 2 AND 1, as recorded in Plat 2-1, page 13 and 16, respectively, of the Public Records of Hendricks County, Indiana; thence North 70 degrees 11 minutes 46 seconds East, along said west line for the west line of FINE'S (FREE) ESTATE, SECTIONS 2 AND 1, as recorded in Plat 2-1, page 13 and 16, respectively, of the Public Records of Hendricks County, Indiana; to the point of beginning. Containing 25.00 acres, more or less and subject to all legal claims, liens, taxes, and encumbrances of record.

SAID SUBDIVISION CONSISTS OF THIRTY (30) LOTS, NUMBERED 1 THRU 30. THE LOCATION AND DIMENSION OF THE LOTS AND EGRESS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT, AND IN WITNESS WHEREOF DO HEREBY SET MY HAND AND SEAL THIS 10TH DAY OF SEPTEMBER, 1996.

William E. Cole
WILLIAM E. COLE
REGISTERED LAND SURVEYOR NO. 10621
STATE OF INDIANA



DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED ON THE PLAT HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HENDRICKS PLAT. WE CERTIFY THAT ALL STRIPS DEPICTED ON SAID PLAT, EXCLUSIVE OF THOSE ALREADY DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AS SUCH. THESE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT WHICH ARE RESERVED FOR PUBLIC UTILITY PURPOSES (NOT INCLUDING TRANSPORTATION COMPANIES), FOR THE INSTALLATION OF POLES, LINES, CUTOFFS, GAS AND WATER LINES, LATRINES AND SEWERS, SUBJECT AT ALL TIMES TO THE PUBLIC AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. THESE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT, WHICH ARE HEREBY RESERVED FOR SURFACE WATER DRAINAGE AND FOR STORM DRAIN SYSTEM. NO FURNISHMENT OR OTHER STRUCTURES ARE TO BE ERECTED AND MAINTAINED UPON SAID STRIPS, BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES. ALL SUCH UTILITY INSTALLATIONS SHALL BE MADE THAT NO PROPERTY CORNER OR PROPERTY LINE BE OBSTRUCTED. THE REAL ESTATE DESCRIBED IN THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS SEPARATELY RECORDED AND REFERRED TO BY REFERENCE.

OWNERS OF UNOCCUPIED LOT SHALL AT ALL TIMES KEEP AND MAINTAIN EACH LOT IN THIS SUBDIVISION IN AN ORDERLY MANNER. WEEDS AND OTHER GROWTH SHALL BE REASONABLY CUT. THERE SHALL BE NO ACCUMULATION OF RUBBISH AND DEBRIS ON THESE LOTS.
ALL STRUCTURES SHALL BE COMPLETED ON THE EXTERIOR WITHIN SIX (6) MONTHS FROM START OF CONSTRUCTION, INCLUDING TWO (2) COATS OF PAINT OR VARNISH ON ANY EXTERIOR WOOD SURFACE. ALL STRUCTURES MUST BE COMPLETED AND SITS GRADED, GRADED OR SUEDED TO PROVIDE A GOOD TYPICAL COVER AND REASONABLY LANDSCAPED WITHIN ONE YEAR FROM THE DATE OF COMPLETION THEREOF.

IT SHALL BE THE DUTY AND RESPONSIBILITY OF EACH LANDOWNER IN THIS ADDITION TO MAINTAIN ANY DRAINAGE SWALES WHICH IS SHOWN ON THE DEVELOPMENT PLAN CONTIGUOUS TO OR ON HIS PROPERTY. SAID DEVELOPMENT PLAN BEING APPROVED BY THE HENDRICKS COUNTY PLAN COMMISSION AND AS FILED WITH SAID BODY. MAINTENANCE SHALL INCLUDE BOTH THE MAINTENANCE OF THE ELEVATIONS SHOWN ON THE DEVELOPMENT PLAN (AS ORIGINALLY CONSTRUCTED) AND ALSO MAINTENANCE OF THE HYDRAULIC CHARACTERISTIC OF THE DITCH, BY REMOVAL OF ALL TRASH AND DEBRIS AND/OR ANYTHING THAT WOULD IN ANY WAY RESTRICT THE FLOW OF WATER IN SAID SWALE. THE WORD "SHALL" SHALL APPLY TO ANY DITCH OR CHANNEL CONSTRUCTED TO PROVIDE A DRAINAGE WATERWAY.

SEE MISCELLANEOUS RECORD BOOK _____, PAGE _____ FOR ADDITIONAL RESTRICTIVE COVENANTS.

A PETITION ADDRESSED TO THE HENDRICKS COUNTY DRAINAGE BOARD HAS BEEN FILED IN DUPLICATE WITH THE COUNTY SURVEYOR REQUESTING THAT THIS SUBDIVISION'S STORM DRAINAGE SYSTEM AND THE EASEMENTS THEREFOR BE ACCEPTED INTO THE COUNTY'S LEGAL DRAINAGE SYSTEM SO THAT A MAINTENANCE FUND MAY BE ESTABLISHED BY ASSESSMENT UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE AND SO THAT SAID BOARD MAY EXERCISE OTHER POWERS AND DUTIES AS PROVIDED FOR IN SAID CODE.

THIS SUBDIVISION CONTAINS 500 LINEAL FEET OF OPEN DITCHES AND 853 FEET OF TILE DRAINING.

STATE OF INDIANA JAMES D. PATTON, PRESIDENT
COUNTY OF HENDRICKS DONALD L. ADKIN, SECRETARY

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE SIGNED, OWNERS OF THE ABOVE DESCRIBED SUBDIVISION, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED. WITNESS MY SIGNATURE THIS 10TH DAY OF _____, 1996. MY COMMISSION EXPIRES NOVEMBER 1997.

HENDRICKS COUNTY OF RESIDENCE DONALD L. ADKIN *Donald Adkin*
PRINTED OR TYPED NAME NOTARY PUBLIC

CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY SECTION IC 36-7-4-704 BY 690, AND ALL AMENDMENTS THERETO, THE UNDERSIGNED HEREBY CERTIFIES THAT PUBLIC NOTICE OF THE HEARING BY THE HENDRICKS COUNTY PLAN COMMISSION OF THE ABOVE SAID OWNER'S APPLICATION FOR APPROVAL OF THIS PLAT HAS BEEN GIVEN AS REQUIRED BY SECTION IC 36-7-4-704, AND ALL AMENDMENTS THERETO, AND THAT SAID PLAT HAS BEEN DEEMED APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONCERNING IN SUCH APPROVAL. DATED SEPTEMBER 10, 1996.

C. Richard Tucker *Robert Jensen*
C. RICHARD TUCKER ROBERT JENSEN
PRESIDENT OF SAID COMMISSION SECRETARY OF SAID COMMISSION



THIS PLAT
WAS RECORDED
DATE SEP 14 1996
Walter R. Reder
HENDRICKS COUNTY

5921

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
FOX HOLLOW ESTATES**

The undersigned, Fox Hollow Estates, LTD of Hendricks County, in the State of Indiana, being the owners of record of all the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. For the purpose of (i) establishing minimum standards pertaining to the development, use, and maintenance of the within described real estate and (ii) insuring the stability of land and improvement values in Fox Hollow Estates, said owners declare that the standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to, and run with the within described real estate and shall insure to the benefit of, and be a charge upon, the owners and occupants of such real estate.

The within plat shall be known and designated as Fox Hollow Estates a subdivision in Brown Township, Hendricks County, in the State of Indiana.

The following standards, covenants and restrictions are established for Fox Hollow Estates:

1. Land Use. Lots may be used only for residential purposes and only one (1) single family dwelling and a private garage may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby no greater number of houses in Fox Hollow Estates than the number of original lots shown on the plat. No structure of any kind shall be used for the purpose of carrying on a business, trade, or profession, nor shall anything be done there on which shall be or become a nuisance to the neighborhood.

2. Building Control. Prior to construction of any structure upon a lot, the building plans therefor, including plot plans, site storm drainage and grading plan, specifications, plan for landscaping, and any other data or information which may be requested, must be submitted to the Architectural Committee and be delivered to the person or persons requesting such approval.

The Architectural Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures and review the proposed site storm drainage plans conformity to the overall project and lot drainage plan as specified in the approved final construction plans for Fox Hollow Estates.

No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Architectural Committee does not

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indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) days after submission of all requested data, the Architectural Committee is deemed to have approved such plans.

3. Building Location and Grade Line Elevation. No building may be erected between the building line shown on the plat and the front lot line; and no structure or part hereof may be built or erected nearer than five (5) feet to any side yard line or nearer than twenty (20) feet to any rear lot line or not less than twenty percent (20%) of the lot width. A minimum grade line elevation shown on the plat, is hereby established for each lot and no grade line can be constructed lower than said minimum without the written consent of the Architectural Committee and applicable governmental authority. Demonstration of adequate storm water drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

4. Easements for Drainage, Sewage, Utilities and Access. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three (3) as shown on the Plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

(A) Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstances shall such easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said easements are for the mutual use and benefit of owners of all lots in Fox Hollow Estates.

(B) Sewer Easements (SE) are created for the use of the appropriate authority providing either storm or sanitary waste disposal systems to serve Fox Hollow Estates and the adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

(C) Utility easements (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned herein include the right of reasonable ingress and egress for the exercise

of other rights reserved. No structure, including fences, shall be built on any drainage, sewer, or utility easement.

5. Maintenance of Lots and Improvements. The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, unsafe, and specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (B) Remove all debris or rubbish;
- (C) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (D) Cut down and remove dead trees;
- (E) Where applicable, prevent debris and foreign material from entering drainage areas;
- (F) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- (G) Regularly treat or cause to be treated, the lawn areas against weed and insect infestation.

6. Developer's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the Lot owner, and such land owner shall have a lien against said real estate for the expense thereof. Neither the Declarant, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

7. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public.

8. Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner,

from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Architectural Committee before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structures shall be compatible with the existing structure.

1. Fences, Walls, and Screening. It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstructions of view of other amenities from adjoining properties will be taken into consideration by the Developer when reviewing fences for approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure. (R)

The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Developer after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens will be submitted to the Architectural Committee for approval.

A. Height Restriction. The Developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by proliferation of fences of excessive height.

The Architectural Committee, therefore, may approve near perimeter fences up to four (4) feet in height which otherwise meet

these guidelines. The Architectural Committee will give consideration, to a variance in this height limit where the rear line of the lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of six (6) foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area may be permitted. The specific fence height restrictions are as follows:

(1) Property fencing and walls above grade shall not exceed four (4) feet above grade unless otherwise approved by the Architectural Committee.

(2) The Architectural Committee will not ordinarily approve a proposed fence which exceeds four (4) feet in height unless the rear line of that Lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.

B. Materials and Finish.

(1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.

(2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material.

(3) All fencing or screening should preferably have finished materials on both sides. If only one (1) side has finished materials, that side must face the public side or adjoining property.

(4) Walls above grade should be constructed of natural stone masonry or attractive timber.

2. Size of Dwelling. The ground floor area of the main structure, shall be not less than 1700 square feet in the case of a one story structure. In the case of a multiple story structure a minimum of 2100 square feet total. The square footage of a residence as referred to on such plat shall not include porches, terraces, garages, or basements.

3. Garages and Driveways. Every house in the Real Estate must have at least a two (2) car attached garage or detached in unusual situations, and of the same architectural design and materials as the house. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron.

4. Exterior Construction.

(A) The finished exterior of every building constructed or placed on any Lot shall be of material other than aluminum siding, rollbrick siding or any other similar artificial material. Vinyl siding may be allowed as an exception to arrive at a particular design home, but must have special approval. Colors of homes and improvements are, generally, to be subdued, earthen type tones or white and compatible with other structures in the immediate area. Before application of material, all exterior, veneer and roof material will be submitted and approved.

(B) All chimneys must be of masonry construction.

5. Garage Doors. Every effort possible will be made to put the garage door on the rear or end, or in the case of an ell plan, the inside of the ell will be acceptable. Any ell or front facing doors will have door design approval.

6. No heat pumps, air conditioning units or gas meters will be installed on front of house.

7. If storm doors or windows are installed they must be painted. No unfinished aluminum storm windows or doors will be allowed.

8. All gutters and down spouts other than copper, will be painted.

9. All roof and fireplace flashing other than copper, will be painted.

10. All metal roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to the rear of the house.

11. Plumbing. All plumbing vent stacks to be in rear of house. Sump pump lines shall be connected to the underground laterals or storm sewers as provided in the plat.

12. Street Cleaning: All lot owners have the burden and obligation to clean and maintain their respective lots, the street or any area from the debris, mud or materials that may be generated from construction of a home located on their respective lot.

13. Mailboxes. All mailboxes installed at the street to service lots in Fox Hollow Estates shall be uniform and shall be of a type, color and manufacture approved by the Developer. Such mailboxes shall be installed by the builder upon posts approved as to type, size, and location by the Developer.

14. Landscaping. To be furnished with house and completed before closing. A landscape plan must be submitted to

and approved by the Architectural Committee prior to completion. Each home shall include minimum of One Thousand Dollars (\$1,000.00) worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 30th of the following spring. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with single family residence must be approved by Architectural Committee prior to installation.

15. Swimming Pools. Only permanent in ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

16. Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties in Fox Hollow Estates be screened by pines of at least six (6) feet in height. All lighting must be of a baffled variety so as to minimize the effect on other properties in Fox Hollow Estates.

17. Play Equipment. Children's play equipment such as sandboxes, swing and slide sets, temporary swimming pools having a depth less than 24 inches, playhouses and tents shall not require approval by the Developer provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Architectural Committee.

18. Solar Heating Systems. The Architectural Committee will carefully review solar heating plans to insure that their use and location have a minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable, however, the closed loop variety must be used.

19. Miscellaneous. All exterior lighting shall be directed in such a manner as not to create annoyance to adjacent properties. Lot owners shall keep garage doors closed at all times except during the times of actual use of the garage facility.

20. Liability. Neither the Developer, Architectural Committee nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according hereto. Further, neither the Developer or Architectural Committee shall make, and shall not be deemed by virtue of any action of approval or disapproval taken by either to have made, any representation or warranty as to the suitability or advisability or the design, the engineering, the method of construction involved, or the materials to be used.

21. Inspection. The Architectural Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

GENERAL PROHIBITIONS

1. In General. No noxious or offensive activities shall be carried on any lot, nor shall anything be done on any said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot.

2. Vehicle Parking. No trucks larger than 3/4 ton, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot, unless the same shall be stored in an enclosed garage.

3. Exterior Antennas. Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any lot owner on the exterior of a house or on a lot. Satellite dishes will not be permitted.

4. Garage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

5. Animals. No animals, livestock, or poultry of any kind 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

6. Storage Tanks. Any gas, propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of any caustic chemicals is prohibited.

7. Temporary Structures and Out Buildings. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes of human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure and follow the approval process outlined previously.

8. Signs. No sign of any kind shall be displayed to the public view of any lot except that one sign per builder and one per Realtor of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent.

9. Prohibition of Used Structures. All structures constructed or placed on any lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any lot.

10. Building Completion. Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one year after the commencement of the building process. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

11. Assessments. The Developer may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of a lot owner hereunder but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the main tenancy or other activity.

12. Lien for Assessment. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, becomes due in the manner herein provided.

All such assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable.

Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date a percentage rate not greater than eighteen percent (18%) per annum to be established by the Developer. The Developer or any member thereof shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity by foreclosure or otherwise, to collect the delinquent assessment plus any expenses or costs, including attorney's fees, incurred by the Developer or such member in collecting the same. If the Developer has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Developer may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

The lien of the assessments provided or herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of and governmental taxing or assessing authority. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, 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 liability for any assessments which thereafter become due from the lien thereof.

The Developer shall, upon demand at any time, furnish a certificate in writing that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of assessment therein stated to have been paid. Any easement granted herein or any property shown on the Plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

13. Enforcement. The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Developer and the owners of the lots in Fox Hollow Estates, their heirs and assigns, who are entitled to such relief without being required to show any damage of any kind to the Developer, any owner or owners or such Commission by or through any such violation or attempted violation. There shall be no rights of reversion or forfeiture of

title resulting from any violations.

14. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

15. Non-Liability of Developer. Developer shall not have any liability to a lot owner or to any other person or entity with respect to drainage on, over or under a lot. Such drainage shall be the responsibility of the owner of the lot upon which a residence is constructed and of the builder of such residence; and any owner, by acceptance of a deed to a lot, shall be deemed to agree to indemnify and hold harmless the Developer from and against any and all liability arising from, related to, or in connection with drainage on, over and under the lot described in such deed.

16. General Provisions. This Declaration may be amended at any time by the owners of at least two thirds of the lots in Fox Hollow Estates. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owners or owner concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hendricks County Recorders Office. As used herein, the term "lot" means a lot depicted on the Plat.

17. Deed of Dedication - Fox Hollow Estates. A Deed of Dedication, in substantially the following form, shall appear on every final plat for a subdivision. The undersigned, Fox Hollow Estates, LTD, of Hendricks County, in the State of Indiana, being the owners of record of all of the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. This subdivision shall be known and designated as Fox Hollow Estates, an addition to Hendricks County, Indiana. All streets and alleys shown and not heretofore dedicated to the public are hereby dedicated. Front and side yard building setback lines are hereby established as shown on this plat, between these lines and the property lines of the street, there shall be erected or maintained no building or structure. There are strips of ground shown on this plat and marked "Easement" reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities. The foregoing covenants or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants, or restrictions, shall be automatically extended for a successive period of ten (10) years unless change by vote of a majority of the owners of the buildings covered by these

covenants or restrictions, in whole or in part.

18. Fox Hollow Estates Association, Inc.

All lots shall belong to the Fox Hollow Estates Association, Inc. and shall be governed by the By-laws of such Association.

19. Common Area.

a. The parcels of land designated on the Plat and the improvements construed thereon are common area (hereinafter "Common Area") and shall be owned by Fox Hollow Estates Association, Inc., an Indiana Not for Profit Corporation (hereinafter "Association"). Every lot owner shall have a non-exclusive right and easements of enjoyment in common with all lot owners, in and to the Common Area, which shall be appurtenant to and shall pass with title to every lot in the form of a right to and obligation of membership in the association subject to the following provisions:

- 1) the right of the association to promulgate reasonable rules and regulations governing the use of the Common Area;
- 2) the rights of Developer as provided in this Declaration;
- 3) all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;
- 4) the rights of the Association to mortgage any and all of the Common Area, upon the approval of two thirds (2/3) of the membership of each class of members of the Association;
- 5) the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of its members; and
- 6) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer upon the approval of two thirds (2/3) of the membership of each class of members of the Association.

b. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and any reasonable and non-discriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others as set forth in this Declaration, his or her right of enjoyment of the Common Area to family members, to a lessee, or contract purchaser of his

lot or to guests.

c. Certain Obligations and Access Rights to the Common Area.

1) The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control for the exclusive benefit of the owners as provided herein, of the Common Area, and for the maintenance of the same in good, clean, attractive, safe, and sanitary condition, order and repair.

2) The Association shall have and is hereby granted an easement and right of access to all of the Common Area for the purposes of maintaining or repairing or causing the same to be maintained or repaired as is its obligation and duty under this Declaration. In addition, certain utility lines, sewer and other facilities and other improvements located within a lot or a Common Area may serve other adjacent lots. The Association and any member thereof whose enjoyment of the use and occupancy of this lot is affected thereby, their respective officers, agents, employees and contractors, shall have an easement thereto and shall have a right, at reasonable times and at any time in case of emergency, to go upon any lot or Common Area for the purpose of maintaining or causing to be maintained or repaired any building, party wall, utility line, sewer or other facilities located thereon that serve another lot. The Association shall also have and is hereby granted a general right of access to all of the Common Area and lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Developer so long as Developer owns more than one (1) lot.

d. Drainage, Utility, Sewer and other Development Easements. Developer reserves unto himself during the Development Period, and thereafter unto the Association an undefined easement for drainage, utility and sewer purposes in and on and over all Common Area, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems, and other utility services, antennae and other equipment and facilities to serve the lot and single family residential dwelling to be constructed on each lot.

e. Membership. Initially, to satisfy the requirements of the Indiana Not-For-Profit Corporation Act, the five (5) persons who serve as incorporators of the Association shall be the members

(the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become Class A or Class B Members, at which time the Class A members may require the resignation of the initial members unless the initial members qualify as Class A or Class B members. Every owner of a lot shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any lot.

f. Classes of Membership and Voting Rights. The Association shall have two (2) classes of voting membership: Class A: Class A Members shall be all owners with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members; the vote for such lot shall be exercised as the members holding an interest in such lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any lot. Class B: The Class B Member shall be the Developer. The Developer shall be entitled to three (3) votes for each lot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) when the total number of votes outstanding in Class A Membership is equal to the number of votes outstanding in the Class B Membership; or

b) on January 1, 2005.

g. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and Bylaws. The Board of Directors shall manage the affairs of the Association.

h. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between the Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

20. Covenant for Maintenance Assessments.

a. Creation of the Lien and Personal Obligation of Assessments. Developer for each lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: 1) Regular Assessments for maintenance, repairs and ordinary operating expenses; 2) Special Assessments for (a) capital improvements and operating deficits; and (b) for special

maintenance or repairs as provided; and 3) any Insurance. Such Assessments shall be established, shall commence upon such dates, and shall be collected as hereinafter provided. All such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner. Past due assessments shall run with the land and pass with title.

b. Purpose of Regular Annual Assessments. The Regular Annual Assessment levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety, and welfare of the residents in the property, for the improvement, maintenance, and repair of the Common Area, for the performance of the obligations and duties of the Association, and for the purposes only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise associated in a reserve fund for the purposes of providing repair and replacement of the Common Area and other capital improvements which the Association is required to maintain.

c. Maximum Regular Annual Assessments.

1) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum Regular Annual Assessment on any lot conveyed by Declarant shall be \$100.00 per lot.

2) From and after January 1 of such year, the maximum Regular Annual Assessment may be increased each calendar year not more than ten percent (10%) above the maximum Regular Monthly Assessment for the previous year without a vote of the membership.

3) From and after January 1 of such year, the maximum Regular Annual Assessment may be increased each calendar year by more than ten percent (10%) above the maximum Regular Annual Assessment for the previous year, with the approval of two thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

4) The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.

d. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the

Association may from time to time incur, provided that any such assessment shall have the assent of two thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

e. Notice and Quorum for Any Action Authorized Under Section d. Written notice of any meeting for the purpose of taking any action authorizing a special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be more than sixty (60) days following the preceding meeting.

f. Uniform Rate Assessment. Regular Annual Assessment and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all lots.

g. Date of Commencement of Assessments; Due Dates. The Regular Assessment provided for herein shall commence as to each lot on the date of conveyance of such lot by Developer.

The Board of Directors shall fix an increase in the amount of such assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every owner subject thereto. The due date for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

h. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor, then the entire unpaid assessment, together with interest thereon, costs and attorneys' fees shall become delinquent and shall constitute a continuing lien on the lot to which such assessment relate, binding upon the then owners, his or her heirs, devisees, or successor and assigns. The personal obligation of the then owner to pay such assessments, however, shall not pass to such

owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include eighteen percent (18%) interest on the assessment as provided, costs of the action and reasonable attorneys' fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

i. Subordination of the Lien to Mortgage; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof; and except as herein above provided, the sale or transfer of any lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certification from the Association.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written

CHICAGO TITLE
OWNER:
Fox Hollow Estates, LTD
BY: *Andrew D. Pritchard, Partner*

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Andrew D. Pritchard, as

owner and proprietor of the above described subdivision, who, being first duly sworn upon his oath acknowledged the execution of the foregoing certificate as his voluntary act and deed for the use and purposes therein expressed.

Witness my hand and seal this 4th day of June, 1991.

MY COMMISSION EXPIRES:
2-8-93

Allen E. Hughes
SIGNATURE OF NOTARY



COUNTY OF RESIDENCE:
Marion

ALLEN E. HUGHES
PRINTED NAME OF NOTARY

THIS INSTRUMENT PREPARED BY: LEE T. COMER, ATTORNEY-AT-LAW, P.O.
BOX 207, DANVILLE, IN 46122; 745-4300



CHICAGO TITLE