

FRANKLIN WOODS - SECTIONS I & II

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FRANKLIN WOODS, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN MARION COUNTY, INDIANA (CONTINUED)

THIS SITE AND BUILDING PLAN FOR LOT _____ IN FRANKLIN WOODS HAS BEEN APPROVED FOR PERMIT AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

FRANKLIN WOODS HOMEOWNERS ASSOCIATION, INC.

By: _____

or the building plans are essentially the same as those having blanket approval by the Franklin Woods Homeowners Association, Inc., for any lots in Franklin Woods.

3.08. The corporation, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the corporation or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said corporation or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whatsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the corporation, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the corporation may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Franklin Woods may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas may be imposed on a portion of certain lots. The corporation shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped

or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the corporation, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the corporation may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Franklin Woods may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas may be imposed on a portion of certain lots. The corporation shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Franklin Woods and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in both sections of Franklin Woods. In addition, the corporation shall provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Franklin Woods, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

The plat drawings of Sections 1 and 2 of Franklin Woods contain areas marked D. U. E. and Common Open Space (Drainage Utility Easement and Common Open Space). The corporation shall have the right to enter onto any D. U. E. and C.O.S. area as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the corporation shall be empowered to levy, assess and collect from each and every lot owner in said Franklin Woods, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Franklin Woods. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the corporation may cause to be filed with the Marion County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first

mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. The corporation has the power to expend its money on the reasonable care and proper maintenance of the Common Open Space, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Franklin Woods subdivision, and such other community services approved by a majority of the lot owners in Franklin Woods. The corporation herein established shall act as the Homeowners Association of both sections of Franklin Woods for purposes of establishing a budget for the maintenance of Common Open Spaces, landscaped areas and "easement areas" and the provision of other approved services as described above, and divide the cost of same among the lot owners in all sections of Franklin Woods.

3.11. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the corporation may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignor or transferor shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said corporation. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said corporation, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said corporation. The right of assignment hereby reserved to the corporation is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the corporation may determine. Whenever in this instrument reference is made to said corporation, such reference shall be deemed to include the successors and assigns of said corporation.

Article 4. Other Conditions

said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said corporation. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said corporation, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said corporation. The right of assignment hereby reserved to the corporation is so reserved to the and that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the corporation may determine. Whenever in this instrument reference is made to said corporation, such reference shall be deemed to include the successors and assigns of said corporation.

Article 4. Other Conditions

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1997, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

FRANKLIN WOODS- SECTIONS I & II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FRANKLIN WOODS, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN MARTIN COUNTY, INDIANA (CONTINUED)

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4.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.06. Any corporation or association which may be the transferee or assignee as provided in paragraph 3.11 hereof shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as are set forth in paragraphs 3.09 and 3.10 hereof for the Franklin Woods Homeowners Association. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Franklin Woods have the right to elect the directors of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed One Hundred Dollars (\$100.00) per year from each and every lot owner in said Franklin Woods for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Directors are owner-occupants of Franklin Woods, and provided further that such limit of One Hundred Dollars (\$100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October, 1990.

4.07. Any homeowner's association formed for the purpose of maintaining and caring for all open space, landscaped areas and easement areas in any section of Franklin Woods and otherwise to protect the interests of the owners of lots in any section of Franklin Woods shall include in its membership the owners of all lots in Franklin Woods and subject each of them to this Declaration of Covenants, Conditions and Restrictions.

4.08. Wherever in the drawings and documents recorded as the plat of Franklin Woods - Section 1 and 2, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or

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3.09 and 3.10 hereof for the Franklin Woods Homeowners Association. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Franklin Woods have the right to elect the directors of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed One Hundred Dollars (\$100.00) per year from each and every lot owner in said Franklin Woods for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Directors are owner-occupants of Franklin Woods, and provided further that such limit of One Hundred Dollars (\$100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October, 1990.

4.07. Any homeowner's association formed for the purpose of maintaining and caring for all open space, landscaped areas and easement areas in any section of Franklin Woods and otherwise to protect the interests of the owners of lots in any section of Franklin Woods shall include in its membership the owners of all lots in Franklin Woods and subject each of them to this Declaration of Covenants, Conditions and Restrictions.

4.08. Wherever in the drawings and documents recorded as the plat of Franklin Woods - Section 1 and 2, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 50-A0-03, as amended, or any conditions attached to approval of this plat by the plat committee.

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