

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLEN COVE,  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN THE CITY OF LAWRENCE, MARION COUNTY, INDIANA

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Handwritten initials and scribbles.

1-9-15

The undersigned, Republic Development Corporation, (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit A attached, to be known as Glen Cove - Section 3, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Glen Cove - Section 3, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within said Glen Cove, Section 3, shall be used for detached single-family dwellings in accordance with the present zoning of Glen Cove by Marion County. No lot shall be used for any purpose not presently permitted by the zoning of Marion County without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,600 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. Split-level dwellings shall have a minimum of 1,200 square feet on the top floor. All driveways and vehicle parking areas shall be hard-surfaced with concrete. No gravel or stone driveways shall be permitted on any lot.

1.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Marion County and/or the City of Lawrence.

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JOAN N. ROMERIL  
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MAR 19 1992  
LAWRENCE TOWNSHIP  
ASSESSOR

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.03 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07. No clotheslines shall be located on any lot.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintenance of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and

orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Marion County and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system

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shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Department of Public Works of the City of Indianapolis, Indiana. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works of the City of Indianapolis, Indiana. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

Article 2. Lake Covenants and Restrictions

2.01. The areas marked D.U. & S.E. and/or Lake Easement on lots 86, 87, and 88 as shown on the plat of Glen Cove, Section 2, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake. Any such storm water detention (lake) area may extend into areas not included in Glen Cove, Section 2.

2.02. No owner of any lot in Glen Cove shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbances resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of any part of Glen Cove.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Glen Cove and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. The Architectural Control Committee or the Department of Public Works of the City of Indianapolis, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of

these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of the lake and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

Article 3. Architectural Control Committee

An Architectural Control Committee shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different

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color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Marion County, Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT \_\_\_\_\_ IN GLEN COVE HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

GLEN COVE ARCHITECTURAL CONTROL COMMITTEE

By \_\_\_\_\_

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Glen Cove.

3.08. The Architectural Control Committee, 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 Architectural Control Committee or their successors and assigns determines 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 Architectural Control Committee 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 whomsoever. 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

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Architectural Control Committee, 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 Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Section 3 of Glen Cove 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 located in said Section 3. The Architectural Control Committee 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 Glen Cove, Section 3, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in other sections of Glen Cove. In addition, the Architectural Control Committee 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 Glen Cove, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

Section 3 of Glen Cove may contain certain areas marked D.U. & S.E. (Drainage Utility and Sewer Easement). The Architectural Control Committee shall have the right to enter onto any D.U. & S.E. 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 Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Glen Cove, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Glen Cove. 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 Architectural Control Committee, or a majority of the members thereof, 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.

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3.10. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Glen Cove subdivision, and such other community services approved by a majority of the lot owners in Glen Cove. The Architectural Control Committee herein established may act as the Architectural Control Committee of any other section or sections of Glen Cove for purposes of establishing a combined budget for the joint maintenance of 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 Glen Cove which participate in the combined budget.

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 Architectural Control Committee 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 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 Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee 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 Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

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.

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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.

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 Architectural Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Glen Cove 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 Glen Cove 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 Glen Cove, 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 property owner's association formed for the purpose of maintaining and caring for all open space, landscaped areas and easement areas in Glen Cove and otherwise to protect the interests of the owners of lots in Section 3 of Glen Cove may include in its membership the owners of lots in other sections of Glen Cove, provided such lots in other sections of Glen Cove are subject to Plat Restrictions that are the same as the Plat Restrictions for Section 3 of Glen Cove and to a Declaration of Covenants, Conditions and Restrictions that is the same as this Declaration of Covenants, Conditions and Restrictions.

4.08. Wherever in the drawings and documents recorded as the plat of Glen Cove, Section 3, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 11<sup>th</sup> day of March 1992.

Signed, Acknowledged and  
Delivered in the Presence of:

REPUBLIC DEVELOPMENT CORPORATION,  
an Ohio Corporation

Jean M. Digus

Richard D. Arnos  
Richard D. Arnos, Chairman

Jean M. Digus

State of Ohio ss  
County of Lucas

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 11<sup>th</sup> day of March 1992.

Jean M. Digus  
Notary Public

This instrument prepared by:  
Republic Development Corporation  
3150 Republic Blvd. N., Suite 2  
Toledo, Ohio 43615

JEAN M. DIGUS  
Notary Public, State of Ohio  
My Comm. Exps. Oct. 31, 1993



EXHIBIT A

Land Description

Part of the Northwest Quarter of Section 22, Township 17 North, Range 5 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the Southeast Corner of Glen Cove Section 2, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 910039415 in the office of the recorder of Marion County, Indiana; thence South 00 degrees 07 minutes 57 seconds West (Assumed Bearing) along the East line of the West Half of the said Northwest Quarter Section a distance of 403.64 feet; thence North 72 degrees 35 minutes 01 seconds West a distance of 247.06 feet; thence North 17 degrees 06 minutes 16 seconds West a distance of 177.22 feet; thence North 10 degrees 16 minutes 47 seconds West a distance of 140.56 feet to the South line of said Glen Cove Section 2 (the next three (3) described courses being along the said South line); thence North 79 degrees 00 minutes 00 seconds East a distance of 125.82 feet; thence South 11 degrees 00 minutes 00 seconds East a distance of 36.33 feet; thence North 79 degrees 00 minutes 00 seconds East a distance of 186.88 feet to the Beginning Point, containing 2.237 acres, more or less.

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JOSEPH P. O'DONNELL  
MARION COUNTY ASSESSOR

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# GLEN COVE

## SECOND AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GLEN COVE SUBDIVISION

Cover Page



IC 22-2.1



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**Cross Reference: 1988-62151  
1991-36279  
1997-44867**

**SECOND AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE GLEN COVE SUBDIVISION**

This Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for the Glen Cove Subdivision was made and executed as of the date set forth below by the Glen Cove Homeowners Association, Inc.

WITNESSETH:

WHEREAS, the original developer (hereafter, "Developer") of the Glen Cove community created Section 1 of the same by filing a certain "Declaration of Covenants, Conditions and Restrictions for Glen Cove, A Single Family Residential Development in the City of Lawrence, Marion County, Indiana" (hereafter "Section 1 Declaration") and the Plat thereof which were recorded in the Office of the Marion County Recorder on June 28, 1988, as Instrument Numbers 88-62151 and 88-62152, respectively, which created and established Section 1 of Glen Cove consisting of Lots 1 through 63; and

WHEREAS, the Developer created Section 2 of Glen Cove by filing a certain "Declaration of Covenants, Conditions and Restrictions for Glen Cove, A Single Family Residential Development in the City of Lawrence, Marion County, Indiana" (hereafter "Section 2 Declaration") and the Plat thereof which were recorded in the Office of the Marion County Recorder on April 18, 1991, and April 30, 1991, as Instrument Numbers 91-36279 and 91-39415, respectively, which created and established Section 2 of Glen Cove consisting of Lots 64 through 96; and

WHEREAS, the Developer created Section 3 of Glen Cove by filing the Plat thereof which was recorded in the Office of the Marion County Recorder on February 22, 1992, as Instrument Number 92-22238, which created and established Section 3 of Glen Cove consisting of Lots 97 through 103; and

WHEREAS, the Plat for Section 3 incorporated the Section 1 and Section 2 Declarations such that they would be extended in general to control the use and enjoyment of the property in Section 3 as they control Sections 1 and 2; and

WHEREAS, Glen Cove was subsequently re-platted such that the subdivision consists of a total of ninety-eight (98) Lots in the three (3) sections of Glen Cove, which is now collectively known as the Glen Cove Subdivision; and

WHEREAS, the Developer subsequently established the Glen Cove Homeowners Association, Inc. (hereafter, "Association"), an Indiana Nonprofit Corporation, through the filing of Articles of Incorporation with the Indiana Secretary of State on October 16, 1991, and the

execution of By-Laws for the Association on October 21, 1991, thereby empowering the Association through its Board of Directors to administer Glen Cove; and

WHEREAS, the Owners within the Glen Cove subdivision adopted an Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Glen Cove, Sections 1, 2 & 3 (hereafter, "First Amended Declaration"), such that the First Amended Declaration would combine and govern Sections 1, 2 & 3 and all Owners of Lots therein, and which was recorded in the Office of the Marion County Recorder on March 25, 1997 as Instrument No. 1997-0044867; and

WHEREAS, in conjunction with the First Amended Declaration, the Owners approved and adopted an Amended & Restated Code of By-Laws for Glen Cove Homeowners Association, Inc., which was attached to the First Amended Declaration as Exhibit "A"; and

WHEREAS, a Special Meeting of the Owners and the Association was held on July 10, 2014; and

WHEREAS, the purpose of said Special Meeting as stated in the notice for the meeting was for the Association's members to discuss and approve the following Second Amended and Restated Declaration; and

WHEREAS, at said Special Meeting, the Owners of 69 of 98 (70%) Lots, in person or by proxy, voted to approve this Second Amended and Restated Declaration, pursuant to the terms below; and

WHEREAS, the Owners of said Lots desire to amend certain provisions of the First Amended Declaration and to restate the same for the convenience of the Owners such that this Second Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for the Glen Cove Subdivision in no way nullifies or changes the Original Declaration or the First Amended Declaration, or the effective date of the Original Declaration or First Amended Declaration. However, upon the date of recording of this Second Amended and Restated Declaration with the Marion County Recorder's Office, the First Amended Declaration shall no longer be in effect and shall be replaced by the following Second Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions of the Glen Cove Subdivision; and

WHEREAS, the Section 1 Declaration, Section 2 Declaration and First Amended Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Office of the Recorder of Marion County, Indiana. Those exhibits, however, are not exhibits to this Second Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for the Glen Cove Subdivision. Except as to any exhibits to the Section 1 Declaration, Section 2 Declaration and First Amended Declaration that may remain relevant, all other provisions of these prior Declarations are hereby modified in their entirety and superseded by this Second Amended, Restated and Consolidated Declaration of Covenants and

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Restrictions for the Glen Cove Subdivision.

NOW, THEREFORE, the Owners, constituting at least two-thirds of the Owners of Lots within the Glen Cove Subdivision, hereby approve this Second Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for the Glen Cove Subdivision, as follows:

## ARTICLE I - DEFINITIONS

**Section 1.1. Definitions.** The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- A. "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended, or any successor Act;
- B. "Architectural Control Committee", or "ACC" shall mean and refer to that committee or entity established pursuant to Article IV of this Declaration for the purposes herein stated;
- C. "Articles" shall mean and refer to the Articles of Incorporation of the Glen Cove Homeowners Association, Inc., as the same may be amended from time to time;
- D. "Association" or "Corporation" shall mean the Glen Cove Homeowners Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in this Declaration, the By-Laws and the Articles;
- E. "Board of Directors" or "Board" shall mean and refer to the governing body of the Association elected, selected or appointed as provided in the Articles, By-Laws and this Declaration, and each member thereof shall be designated as a "Director";
- F. "By-Laws" shall mean and refer to the Code of By-Laws of the Association, as the same may be amended from time to time;
- G. "Common Expenses" shall mean and refer to expenses of the Association, expenses for the upkeep and maintenance of the Common Areas, including reserves, all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses;
- H. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plats for the Glen Cove Subdivision, or any part thereof, as Common Areas, whether heretofore or hereafter recorded;



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- I. "Lot" shall mean and refer to any parcel of real estate as described by or on the plats of the Glen Cove Subdivision, or any part thereof, as a "Lot".
  - J. "Owner" shall mean a person has acquired, or will be acquiring, any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for performance of an obligation;
  - K. "Restrictions" shall mean and refer to the agreements, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as well as any rules or regulations adopted by the Board, all as the same may be amended from time to time.

**Section 1.2. Other Terms.** Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

## ARTICLE II – USE RESTRICTIONS

All Lots must be maintained and all improvements must be improved, as described herein. Owners shall at all times maintain their Lots and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly or incongruent with a harmonious and uniform aesthetic appearance. All Lots in this subdivision and all present and future Owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

**Section 2.1. Lots.** The Lots located within Glen Cove shall be used for detached single-family dwellings in accordance with the zoning of Glen Cove by Marion County, which was effective at the time the Plats for Sections 1, 2 and 3 were filed with the Marion County Recorder's Office. No Lot shall be used for any purpose not permitted by the zoning of Marion County.

**Section 2.2. Dwelling Size and Driveways.** Single-family dwellings shall have a minimum of 1,600 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. Split-level dwelling shall have a minimum of 1,200 square feet on the top floor. All driveways and vehicle parking areas shall be hard-surfaced with poured concrete. No gravel, stone or brick driveways shall be permitted on any Lot. No stone, brick or paver trim for decoration or for the purpose of adding width shall be permitted; however, stone, brick or paver sidewalks may be permitted, subject to approval by the Architectural Control Committee (ACC).

**Section 2.3. Improvements.** No exterior improvements, including but not limited to, buildings, basements, swimming pools, tennis courts, basketball courts, play sets, fences, walls, hedge rows, tree rows, patios, decks, sidewalks or other pavement types, or other enclosures or surfaces, or any utility meters, mailboxes, mailbox posts, basketball goals, antennae, lamp posts,

changes in paint color or other exterior improvements or structures shall be erected, placed, or maintained on any Lot in Glen Cove, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design (where appropriate based on the type of improvement), quality, use and material of construction thereof, the color scheme therefor, the grading plan of the Lot, and the finished grade elevation thereof (where appropriate based on the type of improvement), which detailed plans and specifications have first been approved in writing by the ACC. If the ACC or Board of Directors (Board) shall fail to approve or disapprove, in writing, a request for improvements within thirty (30) days after all required information shall have been submitted to the ACC, such plans and specifications shall be deemed to have been denied.

Individual shrubs, hedges, or trees, and near-home flower or bush plantings do not require ACC approval; however, plantings near Lot lines or plantings that may potentially adversely affect a neighboring Lot need approval. While landscape work and planting in general does not require ACC approval, trees, hedges and shrubs which may potentially restrict site lines for vehicular traffic or affect street vehicular parking do need approval and must be cut back (trimmed) or removed, if in the opinion of the ACC, site lines or vehicular are restricted, or mail, garbage, or other service vehicles could be impaired. There shall be no structures, buildings, landscaping, plantings or other improvements within any easement located throughout the subdivision, and the ACC shall not approve any improvement or structure located within, or partially within, an easement. Any improvement located within an easement, or affecting site lines, parking or access may be removed or corrected by the Board, at the Board's discretion, without the consent of the Owner. Stone trim for near-home flower beds do not need approval.

Small, near-home vegetable gardens in the rear or side of a home are permitted and do not need approval; however, gardens located anywhere else on the Lot, and gardens larger than thirty (30) square feet, must be approved and will generally be denied. Row gardens are prohibited.

Portable fire pits do not need approval, if maintained in a deck or patio; however, permanent fire pits, whether stand-alone or associated with patios and decks, do need approval.

Re-roofing needs approval by the ACC for color scheme, roofing type, shingle type, shingle color and overall appearance prior to commencement of the project.

**Section 2.4. Swimming Pools.** All swimming pools shall be subject to approval by the ACC. As a condition for approval by the ACC, a swimming pool must be in-ground. No above-ground swimming pools shall be permitted. Swimming pools must be enclosed by a fence, which must also be approved by the ACC. In the alternative, Owners may use an appropriate pool cover instead of enclosing the swimming pool with a fence, provided that the pool cover has been approved in advance by the ACC. An application for the construction of a permanent in-ground backyard swimming pool will not be considered unless the application is accompanied by an application for an acceptable fence design. The design shall conform to county or municipal regulations for such fencing. Use of planting in the vicinity of the proposed pool is recommended to soften the effect of sound and to preserve overall aesthetic appearance.

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**Section 2.5. Accessory Outbuildings and Walls Prohibited.** No accessory outbuildings, sheds, barns, play houses, gazebo, temporary structure or other accessory uses or improvements shall be erected on any Lots, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a Lot subject to these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. No metal outbuildings shall be permitted on any Lot. No walls shall be constructed on the Lots. Owners may submit a request to the ACC for approval of an outbuilding, temporary structure or wall, but such structures will generally be denied. All outbuildings and walls shall be subject to the approval of the ACC.

**Section 2.6. Play Sets and Trampolines.** No metal play sets, metal play gyms, or metal swing sets shall be permitted on any Lot. Other play sets and play structures may be permitted. However, all play sets, play gyms, swing sets and other play structures are subject to approval by the ACC. Trampolines are generally discouraged. However, they will be permitted provided they are located exclusively on the Owner's Lot in close proximity to the home, and are not viewable from any public or private street. Trampolines must be moved periodically as needed to ensure that the lawn remains properly manicured and maintained, and must be removed from the Lot when not in use. The Board shall have full discretion to determine whether a trampoline is acceptably located. At the Board's discretion, Owners may be asked to move or remove trampolines if the Board believes removal is necessary to preserve the aesthetic value and overall attractiveness of the community, or if the Board believes a trampoline is otherwise being used or stored in violation of this Declaration. If an Owner fails to move or remove a trampoline upon the written request of the Board or the Managing Agent, the Association may enter the Lot and remove the trampoline at the Owner's expense. Owners agree to use all necessary safety precautions. Neither the Association nor its Managing Agent shall have any duty to ensure that trampolines and other play sets are being used safely.

**Section 2.7. Structure Location.** No structure or any part thereof shall be erected, placed or maintained on any Lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plats for the Glen Cove Subdivision. No structure of any sort shall be erected, placed or maintained on any Lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Marion County and/or the City of Lawrence.

**Section 2.8. No Business Activities Except for Permissible Home Occupations.** No industry, business, manufacturing, mercantile, storing, trade, or any commercial activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on any Lot. However, an Owner may maintain an office or home business in the home on the Lot if: (1) such office or business generates no significant number of visits or unreasonable parking usage by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's home; (3) there are no employees or independent contractors within the home other than the Owner or other resident; (4) such Owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; (5) the Owner complies with all provisions of the Marion County/City of Indianapolis Dwelling District Ordinances, including

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the "home occupations ordinance"; and (6) all other provisions of this Declaration, the Plats, the By-Laws and the rules and regulations are satisfied.

**Section 2.9. Nuisances.** No Lot or residence thereon shall be used in any manner which causes or threatens injury to the reputation of the Glen Cove Subdivision, or which, in the determination of the Board, causes nuisance, annoyance, inconvenience, or damage to other Owners, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines. Loud barking dogs shall constitute a nuisance.

**Section 2.10. Temporary Residences.** No trailer, tent, shack, garage, mobile home, recreational vehicle, barn, car, or other temporary shelter, storage device or housing device shall be maintained, improved or used as a residence or a storage unit, temporarily or permanently, in Glen Cove. No dwelling erected or reconstructed in Glen Cove shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in Section 2.3 above and a certificate of habitability has been issued by the Marion County Department of Code Enforcement.

**Section 2.11. Clotheslines Prohibited.** No clotheslines shall be constructed, located or maintained on any Lot.

**Section 2.12. Mailboxes.** Mailboxes must consist of an earth-tone-stained, four-by-four-inch, stand-alone, wood post with a metal black box, consistent with others in the neighborhood, and any replacement of said mailbox shall be subject to approval by the ACC. The overall height of the mailbox must not exceed forty-eight (48) inches in height or be lower than forty-two (42) inches in height, with the bottom of the mailbox approximately twenty-eight (28) inches high. The specifications for the type of mailbox or mailbox post that will be approved by the ACC can be obtained from the Board.

**Section 2.13. Lamp Posts and Exterior Lighting.** A lamp post, uniform with others in Glen Cove, must be maintained in the front yard of each Lot, and replacement of said lamp post shall be subject to approval by the ACC. One lawn lamp post must be maintained per Lot that is consistent and uniform with the other lamp posts within Glen Cove. The lamp post must be a single ten (10) inch circumference black post, adorned with a single top light fixture. The height of the lamp post should be approximately sixty-six (66) inches from ground to bottom of light fixture, and the light fixture should be approximately fifteen (15) inches in height (bottom to peak), so as to be uniform with others in the neighborhood. The post light must have a photo-light sensor such that the light is turned on from approximately dusk to dawn, and this light must be maintained in working order. The specifications for the type of lamp post that will be approved by the ACC can be obtained from the Board.

**Section 2.14. Siding and Color Scheme.** All paint colors of homes within the Glen Cove Subdivision must be subdued, earthen tones, non-reflective, and any changes to the paint color or color scheme of a home must be approved by the ACC, including changes in paint color of trim, doors, and shutters. Paint schemes must be compatible with other structures in Glen Cove. Painted bricks are prohibited. All replacements or improvements to a home's siding must

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be approved by the ACC. Siding must be painted or stained wood; however, fiber cement simulating natural wood grain will generally be approved.

**Section 2.15. Vehicle Storage and Parking.** No portion of any residential Lot, except as enclosed with the attached garage accompanying said Lot, shall be used for the storage of automobiles, trailers, boats, boat trailers, motorcycles or other vehicles, whether operative or not. Any truck, commercial vehicle, motorcycle, boat, bus, tent, car, camper, trailer, recreational vehicle or other similar housing or recreational device, if located on any Lot, must be housed within a garage building with the garage door closed with the exception of the primary purpose family vehicle. The family vehicle should, if not parked in the garage, be parked in the driveway. Overnight parking of commercial vehicles for the purpose of home improvement or personal recreational vehicles such as boats, campers and trailers for the purpose of cleaning or routine maintenance is allowable; however, parking of such vehicles for more than seventy-two (72) consecutive hours is not permitted without prior approval from the Board.

**Section 2.16. Project Material Storage.** Scrap, scrap iron, bricks, pavers, water, paper, or glass, or other building materials, or any reclamation products, parts or materials used in the construction of improvements on the Lot are permitted to be stored thereon, but only during the period during which the improvement is being erected upon the Lot; provided, however, any building material not incorporated in said improvement within thirty (30) days after its delivery to such Lot shall be removed therefrom, unless prior written approval has been given to the Owner by the ACC. All improvements must be completed by any Owner within sixty (60) days from the date of the beginning of the construction thereof unless otherwise approved, in writing, by the ACC. No sod, dirt or gravel other than that which is incidental to construction of approved improvements shall be removed from, or added to, a Lot without the prior written approval of the ACC.

Lawn, garden, and other tools and equipment must be stored within a garage building with the garage door closed, with the exception of garden hoses that are stored in a nonintrusive manner.

**Section 2.17. Building Setbacks.** No portions of any Lot nearer to any street than the building setback line or lines shown upon the recorded plats of Glen Cove shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said Lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fences, hedge rows or other enclosures which shall first have been approved by the ACC for the purpose of beautifying said Lot.

**Section 2.18. Lawn and General Lot Appearance.** Owners shall properly maintain and upkeep their Lots, including but not limited to the exterior of the homes and surrounding grounds, in orderly and generally neat condition, and shall prevent their Lots from becoming unsightly. The grounds of the Lots must be mowed at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. No weeds, including but not limited to dandelions, creeping charlie, unfettered grass, and other invasive weeds, underbrush, overgrowth, or other unsightly growths, including but not limited to non-mowed, excessively long lawn grass, or objects of any kind shall be placed, be permitted to grow, or



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permitted to remain on any part of a Lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn and the Lots in orderly and generally neat condition.

**Section 2.19. Outdoor Fires.** No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty feet (20') of any adjoining lot line. Fire pits, for the purpose of entertainment only, are permitted if approved by the ACC. Bonfires and lawn material burning are prohibited. A reasonably-sized stack of chopped wood for the purpose of burning in an indoor fireplace or pre-approved fire pit may be placed along the side or to the rear of a home. The ACC shall have full and complete discretion to determine whether the size such a wood stack is reasonable, and is empowered to ask Owners to reduce the size as needed to ensure the Lot remains neat and attractive in appearance.

**Section 2.20. Satellite Dishes and Antennae.** Except with the prior written approval of the ACC, no outside solar panels or units shall be erected or maintained upon any Lot or the exterior of any home.

No television antennas, except for satellite dishes in conformity with the following provisions of this Section 2.20, shall be allowed. No towers of any kind including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in Glen Cove.

Satellite dishes need approval prior to installation. Satellite dishes twenty-four (24) inches in diameter or smaller, placed near the roof on the back or side of the home will generally be approved; however, multiple satellite dishes, satellite dishes larger than twenty-four (24) inches, or satellite dishes placed on the front of the home or not near the roof line of the home will generally be denied. Thus, except with the prior written approval of the Board or the ACC, no outside satellite dish shall be erected or maintained upon any Lot or the exterior of any dwelling. To be approved, the satellite dish must be one (1) meter or less in diameter, and must be of a color acceptable to the ACC and the Board, and the installation of such device must be for the personal use of the owner or resident of the Lot. All installations must comply with local zoning requirements and building codes, if applicable. The Board and the ACC shall have the power to require such specific forms of placement of the device as they deem appropriate in order to effectuate the intent of this provision in order to render the installation as inoffensive as possible to other Owners and residents. In addition to the requirements set forth above, factors that will be considered by the Board and the ACC when rendering a decision upon an Owner's request for a satellite dish, include, but are not limited to: (a) whether the dish is visible or not from neighboring Lots, streets or Common Areas; and (b) whether the dish is virtually indistinguishable from, or is no more visible than, structures, devices or improvements, such as heat pumps, air conditioning units, barbecue grills, and patio furniture, which are allowed in Glen Cove.

**Section 2.21. Gas and Oil.** No tanks for the storage of propane gas or fuel oil shall be located on or buried beneath ground level with the exception of small propane gas tanks associated with barbecue grills.

**Section 2.22. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other customary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not become a nuisance or disturbance to others, and that they are not permitted to run loose. Animals, including dogs, are not permitted to be chained in a front yard. Animals, including dogs, may not be unattended in front yards without an invisible (buried, collar-signaling) fence. Dogs or other animals shall be kept reasonably confined so as not to be noxious, offensive, or unreasonably disturbing (for example, uncontrolled barking). No outside kennels or pins are allowed.

**Section 2.23. Easements.** No Lot Owner shall impair any easement located throughout the Glen Cove Subdivision.

**Section 2.24. Signs and Billboards.** No permanent sign, billboard, or advertisement of any kind shall be erected or maintained on any Lot except signs approved by the ACC.

**Section 2.25. Garbage and Debris.** All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage or basement, unless approved by the ACC. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Board. Lawn waste may only be stored outside if in city approved lawn bags at the side or back of the house, and only until the next trash pick-up. All debris or rubbish must be removed in a timely manner, and Owners must prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of Glen Cove.

No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary. In some cases, garbage cans may be kept on the side or to the rear of a home if approved in writing by the ACC. In such cases, the garbage cans must be screened from public view in a manner that is acceptable to the ACC. Any structure used to screen garbage cans from public view such as fencing or otherwise, and any placement of garbage cans outside of the garage or basement, must be approved in writing by the ACC.

**Section 2.26. Wells.** No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises or Lot Owners.

**Section 2.27. Water Supply and Sewage Disposal.** No individual water supply system, solar panel, geothermal energy system, wind turbine energy system, or sewage disposal system shall be permitted on any Lot without prior written approval by the ACC and Marion County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

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**Section 2.28. Drainage Ditches.** Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, or on any other area of property, are not to be created, altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Department of Public Works of the City of Indianapolis, Indiana and permission of the ACC. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works of the City of Indianapolis, Indiana. Any Owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

**Section 2.29. Fences.** Fences are discouraged. All fences, and any improvements, alterations or replacements thereof, shall be subject to approval by the ACC. Fences must be stained in subdued, earthen tones and non-reflective colors. Paint is not allowed as an alternative to stain on wood fences. Requests for approval by the ACC of the installation of fences anywhere in Glen Cove generally will be denied except for earth-tone, stained wood split rail or spaced picket fences and/or fences that may be required by municipal ordinance. Wrought iron fences may be considered. The attachment of certain light gauge wire fabric to a split rail fence for purposes of controlling pets generally will be approved, if such wire fabric is appropriately installed to allow proper lawn maintenance and has an aesthetic appearance consistent with the neighborhood. To maintain the openness of the community, posts and fences shall not exceed forty-eight inches (48") in overall height, unless required by municipal ordinance (for example, fences for pools, as noted in Section 2.4). Chain link, vinyl, and metal (with the exception of wrought iron) fences are prohibited. Painted fences are prohibited.

Fences shall not be nearer to the front of a home than the rear foundation line of a home. The ACC 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 will be inspected by the ACC after completion in order to insure that the final product is of a professional quality and complies with the request and drawings submitted. Final approval of the fence is withheld until successful completion of this final review by the ACC. Any fencing of enclosed areas other than that of the yard shall be prohibited, with the possible exception of fencing near the home to cover pool pumps, similar equipment, or trash cans.

**Section 2.30. Basketball Backboards.** Basketball poles and backboards shall be subject to approval by the ACC. Requests for the installation of basketball backboards and goals by attachment to the dwelling structure will be denied by the ACC. Clear vinyl (see-through) type backboards mounted on metal poles generally will be approved if the requested location is satisfactory.

**Section 2.31. Trees.** All trees more than ten (10) inches caliper diameter shall not be removed unless approved by the Board upon proof of unusual hardship in the practical utilization of the Lot, and provided that such removal shall not cause a material adverse effect upon the aesthetic appearance of adjoining lands and rights of way. Unless removal or destruction of such tree(s) were caused by an act of God or circumstances beyond the Owner's control, upon ninety

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(90) days written notice from the Board, such tree(s) shall be replaced by a tree of a type and size established by the Board. If an Owner fails to replace such tree(s), the Board shall cause such tree(s) to be replaced, and the cost of such replacement shall be a lien upon the Owner's Lot, and shall be collectible in any court of law or equity in the same manner as provided in this Declaration for collection of unpaid assessments, together with reasonable attorney's fees.

All trees on a Lot that have died, and cannot be reclaimed to health, must be removed from such Lot within seventy (70) days written notice in writing from the Board. Upon an Owner's failure to remove such trees from the Lot, the Board shall cause such tree to be removed, including the stump. The cost of such removal and/or replacement shall be a lien upon the Owner's Lot, and shall be collectible in any court of law or equity in the same manner as provided in this Declaration for collection of unpaid assessments, together with reasonable attorney's fees.

**Section 2.32. Leasing of Lots.** The following restrictions shall apply to the lease or rental of any Lot:

- A. Prohibition of Leased Townhouses (Rental Restriction). In order to insure that the residents within Glen Cove share the same proprietary interest in and respect of the Lots and the Common Areas, there shall be no leasing or rental of any of the Lots unless otherwise permitted as described below. Residents of a Lot can only consist of the Owner(s) thereof or members of their household.
- B. Effective Date. Notwithstanding the foregoing, the rental restriction described above shall not apply to any Lot of an Owner in Glen Cove who, as of the date of recording of this Declaration ("Recording Date"), is renting or leasing said Lot, and who provides written proof thereof within thirty (30) days of the Recording Date, so long as such Lot continues to be owned by the same Owner and continues to be leased to and exclusively occupied by the same tenant(s). Such proof shall include a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). The Owners of record of such currently-rented Lots shall not be subject to the rental restriction, but shall be subject to the remaining provisions of this Section 2.32. However, when the legal owners of record of any of the above-described Lots sell, transfer or convey such Lots to another Owner after the Recording Date, such Lots shall immediately become subject to the rental restriction.
- C. Hardship Exceptions and Waiver. Notwithstanding the rental restriction above, if an Owner wishes to rent or lease his or her Lot, the Owner may request the Board to waive the rental restriction and approve a proposed lease if the Owner establishes to the Board's satisfaction that the rental restriction will cause undue hardship, or that the Owner is actively and in good faith trying to sell his or her Lot. Other reasons for waiver may be considered, but are unlikely to be approved. If a majority of the entire Board approves in writing of the Owner's request, the Board shall permit the Owner to rent or lease said Lot, subject to any further conditions or limitations imposed by the Board in the Board's discretion,

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but only if the Owner satisfies all other requirements of this Section 2.32. Such decision shall be at the sole discretion of the Board. In no event shall a "hardship waiver" be for more than one (1) year, unless reapproved for another year by the Board. Examples of an undue hardship include:

- a. Death of an Owner;
- b. Divorce of an Owner;
- c. Temporary or permanent, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Glen Cove due to change of employment or retirement; or
- d. Temporary or permanent, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

D. General Lease Conditions. All permitted leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. No portion of any Lot other than the entire Lot shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board with the name and contact information of the tenant(s) and any other residents living in the home.

E. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board, or from the Owner's liability to the Association for payments of assessments or any other charges.

F. Association's Copy of Lease. A copy of each executed, permitted lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent or the Board by the Owner within thirty (30) days after execution.

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G. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Section 2.32 shall be voidable at the election of the Association's Board or any other Glen Cove Owner, except that neither party to such lease may assert this provision of this Section 2.32 to avoid its obligations thereunder. In the event of a violation, the Board, on behalf of the Association, or any Glen Cove Owner, shall have the right to exercise any and all available remedies at law or equity, including but not limited to eviction of the tenant(s).

H. Institutional Mortgagees. The provisions set forth in this Section 2.32 shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Section 2.32.

### ARTICLE III – LAKE COVENANTS AND RESTRICTIONS

**Section 3.1. Water Detention.** The areas marked D.U. & S.B. and/or Lake Easement on Lots 53, 54, 55 and 56 as shown on the plat of Glen Cove, Section 1, and on Lots 86, 87 and 88 as shown on the plat of Glen Cove, Section 2, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake. Any such storm water detention (lake) area may extend into areas not included in Glen Cove, Sections 1, 2 and 3.

**Section 3.2. Pollution.** No Owner of any Lot in Glen Cove shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of any part of Glen Cove. No alteration, in any form, may be made to the lake edge without prior written authorization from the Board.

**Section 3.3. Boating, Fishing and Swimming.** No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

**Section 3.4. Establishment of Lake Rules.** The Board of the Corporation may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Glen Cove and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area, and/or are established to assure the continued service of the area for the purpose for which it was designed.

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**Section 3.5. Injunction.** The Corporation, acting through the Board, or the Department of Public Works of the City of Indianapolis, Indiana (or its successors) shall have the authority to institute an action for injunction to abate any activity in violation of the Declaration and restrictions herein regarding the use and maintenance of the lake and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

## ARTICLE IV – ARCHITECTURAL CONTROL COMMITTEE

**Section 4.1. Composition of Architectural Control Committee (ACC).** The Architectural Control Committee (ACC) was and is established to perform the functions provided in this Article IV. The Committee shall be a standing committee of the Corporation, consisting of at least three (3) Owners appointed, from time to time, by the Board. At least one (1) member of the ACC shall also be on the Board. At the Board's discretion, the Board may serve as the ACC. The ACC shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values, maintain the aesthetic appearance of Glen Cove, and to maintain a harmonious relationship among structures, natural vegetation, topography, and improvements.

**Section 4.2. Requests for Approval.** No dwelling, building, structure, exterior improvement, landscaping, or other construction or improvement of any type or kind shall be repainted, improved, constructed or placed on any Lot in Glen Cove without the prior written approval of the ACC. The Board shall have the sole and exclusive right to establish grades and slopes on all Lots in Glen Cove and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All grades and slopes shall be established on the engineering plans submitted to and approved by the ACC. All approvals by the ACC shall be obtained only after written application has been made to a Committee member by the Owner of the Lot requesting authorization from the ACC. Such written application shall be in the manner and form prescribed from time to time by the ACC, and shall, in the case of construction or placement of any improvement, be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement, except as otherwise provided herein. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications, including look and design, shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the ACC may require. Such plans shall show the location of all improvements existing on the Lot and the location of the improvement proposed to be constructed or placed on the Lot, as well as showing the distances from the proposed improvement to all nearby Lot lines. All plans and drawings submitted to the ACC shall be drawn to scale. When required by the ACC, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

**Section 4.3. Consideration of Requests.** In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the preservation of Glen Cove as an architecturally harmonious and aesthetically desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the ACC may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent Lots (for example, consistent color schemes for homes, yard light pole design, or mailbox structure), its aesthetic and architectural merits, its adaptability to the Lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the Owners of the Lots in said subdivision as a whole. The ACC shall have subjective discretion to approve or deny requests based on what it deems to be in the best interest of Glen Cove and the Owners.

All requests for improvement must be submitted using a written application form provided by the ACC. Improvement projects may not commence unless and until the ACC has approved the application in writing. The ACC may request additional information not originally submitted by the Owner making the request, as it deems appropriate.

**Section 4.4. Plans and Specifications.** All plans and specifications submitted to the ACC for consideration must be in accordance with Section 4.2 herein, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications; provided, however, that the ACC reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval. However, general specifications or pictures must be submitted for all improvements, even when professional plans and specifications are not deemed necessary. Additionally, regardless of any approval given to the Owner by the ACC, it shall be the Owner's responsibility to ensure that he or she obtains any necessary city and/or county permits for construction of improvements, and that such improvements comply with local and municipal zoning ordinances.

**Section 4.5. Approval or Disapproval.** The Board will, upon written recommendation of the ACC, approve or disapprove proposed improvements in writing after all required information shall have been submitted to the ACC, stating any relevant stipulations or additional conditions of approval. If the ACC or Board fails to respond to an application or provide written approval of the same within thirty (30) days of submission, the application shall be deemed denied. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

In the event the ACC disapproves an Owner's request, the applicable Owner shall have the right to appeal said decision to the entire Board, in writing, within fifteen (15) days of the date of the Board's written disapproval. Within fifteen (15) days of receipt of said appeal from the Owner, the Board shall meet to consider the Owner's appeal. At that meeting, the Owner may express his or her opinions concerning the request, either in person or in writing. The decision of the Board may be reversed only by a majority vote of the entire Board. The written decision of

the Board shall be mailed or delivered to the applicable Owner within ten (10) days of the Board meeting at which the appeal was considered.

**Section 4.6. Existing Improvements.** Improvements approved by the Board, as well as existing conditions that were in compliance with the existing Declaration during the period prior to an update to said Declaration, cannot be rescinded under a new administration or via an amendment to the Declaration. Improvements that were not approved by the Board or that were not in compliance with the existing Declaration during the period prior to an update to said Declaration are subject to the amended covenants and restrictions therein.

**Section 4.7. Precondition for Improvement Location Permit.** Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Marion County, Indiana (or its successor) shall not issue an Improvement Location Permit for any dwelling or improvement upon any Lot in Glen Cove, nor shall any dwelling or improvement be constructed unless the building and site plans presented by the Lot Owner have been approved by and bear the stamp of approval of the Board, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT \_\_\_\_\_ IN GLEN COVE HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

GLEN COVE BOARD OF DIRECTORS  
By \_\_\_\_\_

**Section 4.8. Liability.** Neither the ACC, the Board, the Corporation, 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 thereto. Further, the Corporation and the Committee do not make, and shall not be deemed by virtue of any action of approval or disapproval taken by them, to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

**Section 4.9 Inspection.** The Committee may, but is not required to, inspect work being performed to assure compliance with these restrictions and applicable regulations.

**ARTICLE V – GLEN COVE HOMEOWNERS ASSOCIATION, INC.**

**Section 5.1. In General.** There has been created, under the laws of Indiana, a nonprofit corporation known as Glen Cove Homeowners Association, Inc. ("Association"). Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. There shall be one (1) vote for each Lot on each matter coming before the membership for a vote. In the event that more than one person or entity is the record owner of a fee interest in any Lot, then the vote for

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such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

There may not be more than one (1) Owner (person, entity, or representative) or resident of a Lot serving on the Board, ACC, or on any other committee associated with the Association at the same time. There shall not be more than one (1) vote for a given Lot on any matter coming before the membership of the Board, ACC, or any other committee.

**Section 5.2. Association's Maintenance.** Glen Cove contains certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas have been imposed on a portion of certain Lots in Glen Cove. The Board, acting on behalf of the Association, 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 Glen Cove. The Association will be responsible for routine maintenance, upkeep and repair of the Common Areas. Maintenance of the Common Areas, includes, but is not limited to lawn mowing and care, bush and tree trimming, planting, and care, as well as street sign and lighting maintenance. The Association is responsible for ensuring trees that are adjacent to sidewalks, whether or not partially or entirely on the individual Lots, are trimmed such that limbs do not impede sidewalk use. Also, the Association is responsible for ensuring that city street signs that have been replaced by the Association with neighborhood-specific street signs are maintained in an architecturally harmonious, artistic and desirable fashion and are similarly appropriate based upon adjacent street signs. In addition, the Association shall provide weekly trash collection service if the same is not provided by the municipality and may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

Glen Cove also contains areas marked D.U. & S.B. (Drainage Utility and Sewer Basement). The Board, acting on behalf of the Corporation, shall have the right to enter onto any D.U. & S.E. 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.

## ARTICLE VI – ASSESSMENTS

**Section 6.1. Creation of the Lien and Personal Obligation for Assessments.** Each owner of any lot within Glen Cove by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to agree to pay to the Association a regular assessment, as paid by all owners. These assessments are to be established and collected as hereinafter provided.

The failure to pay the regular assessment, together with associated late fees, collections costs, reasonable attorney's fees and any other obligation which may be charged to the owner pursuant to this Declaration, shall be a charge placed on the Lot, and shall be placed as a continuing lien upon said property for which each such assessment or charge is made. Each such

assessment or charge, together with late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of said Lot at the time the assessment fell due.

**Section 6.2. Annual Accounting.** Annually, within forty-five (45) days after the close of the Corporation's calendar year, upon request by an Owner, the Board shall cause to be prepared and made available for inspection a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding year.

**Section 6.3. Proposed Annual Budget.** Annually, before the date of the annual meeting of the Corporation, the Board shall cause to be prepared a proposed annual budget for the ensuing fiscal year, estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting together with the notice of said meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Owners who are present, in person or by proxy, at the annual meeting at which a quorum is present; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended. The failure or delay of the Board to prepare a budget and furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Common Expenses as herein provided, whenever determined, and in the absence of an annual budget, the Owner shall continue to pay the then existing assessment at the times when the previous year's assessments were due until such new annual budget is established.

**Section 6.4. Regular Assessments.** Promptly following the adoption of the annual budget, the Board shall give written notice of the assessment against each respective Lot (herein called the "Regular Assessment"). The Regular Assessments shall be equal and uniform as to all Lots. The Regular Assessment against each Lot shall be assessed on a fiscal year basis beginning on January 1st of each year and shall be due and payable in a lump sum payment or equal, semi-annual installments, in advance, at the direction of the Board. Payment of the installments of the Regular Assessment shall be made to the Board or the Managing Agent, or otherwise, as directed by the Board. The Regular Assessment shall automatically become a lien on that Lot on the date it is due and payable. The Secretary of the Corporation shall, upon due request and for a reasonable charge, cause to be furnished a certificate setting forth whether the Regular Assessments on a designated Lot has been paid, or the amount of any unpaid and delinquent Regular Assessments.

The annual budget as adopted by the Owners and the amount of the Regular Assessment shall be based on the estimated cash requirements for the Common Expenses in the current fiscal year as set forth in such budget, and shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which

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replacement reserve fund shall be used for such purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in an interest bearing account with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana and insured by a Federal depository agency as selected from time to time by the Board.

The Board, in accordance with the By-Laws of the Association, shall fix the amount of the annual charge each year, and written notice of the charge so fixed shall be sent to each member.

**Section 6.5. Special Assessments.** In addition to the Regular Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any expense of an unforeseen or unexpected nature affecting the subdivision, or for 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. The approval of a Special Assessment would require an affirmative vote by a majority of the owners who are present, in person or by proxy, at a special meeting called for such a purpose. At the time of this meeting, a quorum must be present. Proxies shall count toward the quorum requirement. Once a special meeting has been called for a Special Assessment, a quorum is present, and a simple majority passes the Special Assessment, the Board shall have the authority to make and levy the Special Assessment. The Special Assessment shall be equal and uniform to all Lots. Failure or refusal to pay such a Special Assessment would cause and provide for the same remedies outlined in this Section under 5.1.

**Section 6.6. Failure of Owner to Pay Assessments.** No Owner may exempt himself or herself from paying the Regular Assessment. No owner may exempt himself or herself from a Special Assessment, when such an Assessment has been levied in accordance with the procedures outlined herein. These Assessments are for the normal course and maintenance of Glen Cove, and for other expenses lawfully agreed upon or incurred by the Corporation.

Each owner shall be personally liable for the payment of all Regular and Special Assessments. Where the owner constitutes more than one person, the liability of such persons shall be joint and several. If any owner shall fail, refuse or neglect to make any payment of Regular or Special Assessments, a lien for such Assessment(s), together with interest, late fees, collections costs and attorney's fees, may be recorded by the Board for and on behalf of the Corporation as provided by law, which lien shall become and remain a lien upon that Lot until the amounts owed are paid in full, as provided by law.

Upon the failure of an owner to make payments of the Regular Assessment, Special Assessment, late fees within ten (10) days after such are due, the Board may: (1) impose a late charge, equal to twenty-five percent (25%) of the amount of the Assessment; (2) accelerate the entire balance of the unpaid Assessments and late fees for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary; (3) suspend the homeowners right to participate on any home owners association

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committees or boards; and/or (4) suspend the right of an Owner to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended. If, in the opinion of the Board, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure of its lien or otherwise, to collect the amount owing in any court of competent jurisdiction. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment, without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment and/or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot all costs and expenses incurred in connection with such action, including attorney's fees, court costs and a collections cost at the time of turnover billed to the Association by the Managing Agent for processing the Owner's delinquent account.

**Section 6.7. Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property within Glen Cove which is subject to Assessment. Notwithstanding anything contained in this section or elsewhere in this Declaration or the By-laws, any sale or transfer of a Lot to a mortgagee pursuant to a lien on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to the lien placement, shall extinguish the lien of any unpaid installment of any Regular Assessments, Special Assessments, late fees, and costs as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner for the personal liability thereof.

No sale, transfer or conveyance shall relieve the lot or purchaser or grantee in the event of a conveyance in lieu thereof, from the liability for any installments of Regular Assessments, Special Assessments, fees, and fines thereafter becoming due or from the lien thereof.

Such unpaid shares of a lien of any Regular Assessment, Special Assessment, fees, and fines, the lien which has been divested as aforesaid, shall be deemed to be a common expense collectible from all owners (including the party acquiring the subject lot from which it arose).

## ARTICLE VII – OTHER CONDITIONS

**Section 7.1. Duration and Amendment.** The Declaration and the covenants and restrictions therein 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 Glen Cove, and their heirs, executors, administrators, successors and assigns. The Declaration and the covenants and restrictions therein may be amended, in whole or in part, at any time by the Owners of at least 60% of the total number of Lots then in Glen Cove at a Special Meeting duly called for such purpose. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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- (a) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
  - (b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board or Owners having in the aggregate at least a majority of the votes of all Owners.
  - (c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
  - (d) **Adoption.** Any proposed amendment to this Declaration must be approved by the Owners of at least 60% of the total number of Lots then in Glen Cove. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board in accordance with the provisions hereof.
  - (e) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

**Section 7.2. Enforcement.** In the event of a violation, or threatened violation, of any of the covenants, conditions or restrictions set forth in this Declaration, the Board or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

**Section 7.3. Non-Waiver.** The failure or delay at any time of the Association, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

**Section 7.4. Conveyances.** All transfers and conveyances of each and every Lot in Glen Cove shall be made subject to the Declaration.

**Section 7.5. Partial Invalidity.** It is expressly agreed that if any covenant or condition or restriction herein contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any other covenant, condition or restriction.

**Section 7.6. Attorney's Fees.** All costs of litigation and attorney's fees resulting from violation of the Declaration shall be the financial responsibility of the Lot Owner or Owners found to be in violation.

**Section 7.7. Plat Provisions.** Wherever in the drawings and documents recorded as the plats for the sections of Glen Cove statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

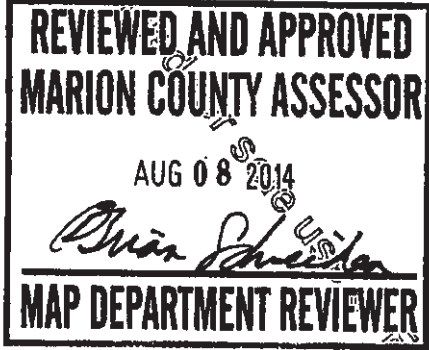
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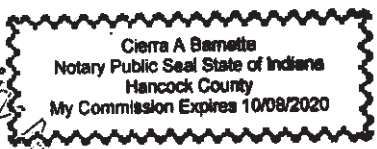
Certification. The undersigned officers of Glen Cove Homeowners Association, Inc. hereby represent and certify that all requirements for and conditions precedent to the foregoing Amendments have been fulfilled and satisfied.

In witness whereof, GLEN COVE HOMEOWNERS ASSOCIATION, INC., has caused this document to be executed by one of its officers.



GLEN COVE HOMEOWNERS ASSOCIATION, INC.  
BY Richard S. Farkas  
Richard S. Farkas  
President  
BY Gail Reeves  
Gail Reeves  
Secretary

STATE OF INDIANA )  
                              )SS:  
COUNTY OF MARION )



Before me, a notary public in and for said County and State, this day personally appeared Richard Farkas and Gail Reeves, President and Secretary of Glen Cove Homeowners Association, Inc., respectively, and acknowledged the execution of the foregoing Second Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for the Glen Cove Subdivision, for and on behalf of Glen Cove Homeowners Association, Inc.

WITNESS my hand and Notarial Seal this 25<sup>th</sup> day of JULY, 2014.

Cierra A. Barnette  
Cierra A. Barnette Notary Public

My commission expires: 10/8/2020

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."  
Gregory A. Chandler, Esq.

This instrument prepared by, and should be returned to, Gregory A. Chandler, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

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