

RESTRICTIVE COVENANTS
HANNA CROSSING
LOTS #1 THRU #10

9600011972
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HENDRICKS COUNTY IN
JOY BRADLEY
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THE UNDERSIGNED, JOHN A. HALL AND JOHN E. HALL, AS OWNERS OF LOTS #1 THRU #10 IN HANNA CROSSING, LOCATED IN HENDRICKS COUNTY, INDIANA, DO BY THIS INDENTURE RESTRICT AND COVENANT THE LOT AND OTHER AREA WITHIN SAID SUBDIVISION TO ITSELF AND ITS ASSIGNS, GRANTEES, SUCCESSORS, HEIRS, OR LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATION, BANK, ASSOCIATIONS, AND/OR ANYONE WHO MAY OBTAIN TITLE TO SAID LOTS AS TO THE FOLLOWING TERMS, STIPULATIONS, RESTRICTIONS, CONDITIONS AND COVENANTS, TO-WIT:

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** THE FOLLOWING COVENANTS SHALL APPLY TO LOTS #1 THRU #10 INCLUSIVELY OF HANNA CROSSING, LOCATED IN LIBERTY TOWNSHIP, HENDRICKS COUNTY, INDIANA.
2. **HOMESITE USE:** NO PORTION OF SAID REAL ESTATE SHALL BE USED FOR ANY PURPOSE OTHER THAN SINGLE FAMILY RESIDENTIAL DWELLINGS, NOR SHALL ANY LOT BE FURTHER SUBDIVIDED.
3. **DWELLING SIZE:** THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1,600 SQUARE FEET IN THE CASE OF ONE STORY STRUCTURE NO LESS THAN 1,250 SQUARE FEET IN THE CASE OF MULTIPLE STORY STRUCTURES, WITH NO LESS THAN 2,000 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE. BASEMENTS, EITHER FINISHED OR UNFINISHED, SHALL NOT BE INCLUDED IN SQUARE FOOTAGE CALCULATIONS. IN ADDITION TO THE ABOVE SQUARE FOOTAGE REQUIREMENTS, EACH STRUCTURE SHALL HAVE AN ATTACHED OR DETACHED GARAGE STRUCTURE OF NO LESS THAN 440 SQUARE FEET IN SIZE, WHICH IS IN CONFORMING FINISH AND DESIGN WITH THE MAIN STRUCTURE.
4. **ARCHITECTURAL DESIGN:** NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDISION UNTIL PLANS,

(fidelity)

SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAS BEEN APPROVED BY AN ARCHITECTURAL CONTROL COMMITTEE COMPRISED OF THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL ESTATE, OR BY THEIR DULY AUTHORIZED REPRESENTATIVES. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN TWENTY (20) DAYS FROM THE DATE OF SUBMISSION IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLAN.

5. **BUILDING LOCATION:** NO BUILDING SHALL BE LOCATED ON ANY HOMESITE NEARER TO THE FRONT PROPERTY LINE THAN THE MINIMUM SETBACK LINE, AS SHOWN ON THE RECORDED PLAT, NOR NEARER THAN FIFTEEN (15) FEET TO ANY SIDE PROPERTY LINE.

6. **DRAINAGE AND UTILITY EASEMENTS:** THE STRIPS OF GROUND MARKED DRAINAGE AND UTILITY EASEMENTS ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS HEREIN GRANTED RESERVED. THE DRAINAGE EASEMENT MAY BE USED BY THE PROPER AUTHORITIES INCLUDING THE HENDRICKS COUNTY DITCH BOARD OR BY ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION FOR THE MAINTENANCE OF SURFACE DRAINAGE. IN NO SITUATION SHALL ANY OWNER BLOCK THE DRAINAGE ALONG SAID DRAINAGE SWALES.

7. **UTILITY BUILDING:** ONE STORAGE BUILDING MAY BE CONSTRUCTED ON EACH HOMESITE, THE MAXIMUM SIZE IS TO BE NO MORE THAN 1,500 SQUARE FEET OF FLOOR SPACE. THE UTILITY BUILDING SHALL BE LOCATED BEHIND THE MAIN BUILDING AND SHALL BE CONSTRUCTED WITHIN 200 FEET OF THE WEST PROPERTY LINE AND SHALL NOT BE NEARER THAN 15 FEET TO ANY SIDE PROPERTY LINE. THE HIGHEST POINT OF THE BUILDING ROOF SHALL NOT EXCEED 18 FEET FROM GRADE AND ONLY BE A ONE STORY STRUCTURE.

8. **BUSINESS:** NO MERCANTILE BUILDING SHALL BE ERECTED, BUILT, OR PLACED ON ANY PORTION OF THE SUBDIVISION, NOR ANY DWELLING BE USED FOR ANY BUSINESS OF ANY NATURE.

9. **NUISANCES:** NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY HOMESITE, NOR ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

10. **TEMPORARY STRUCTURES:** NO STRUCTURE OF A TEMPORARY CHARACTER, MOBILE HOME, BASEMENT, TENT, SHED, GARAGE, BARN, OR OTHER OUTBUILDINGS SHALL BE USED UPON ANY HOMESITE AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

11. **GARBAGE AND REFUSE DISPOSAL:** NO HOMESITE SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL EQUIPMENT FOR DISPOSAL OR STORAGE OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION AND SHALL NOT BE USED TO CREATE AN OFFENSIVE SIGHT OR ODOR.

12. **LANDSCAPING:** ALL NON-WOODED LOTS IN THIS SUBDIVISION SHALL BE IMPROVED WITH A MINIMUM OF THREE DECIDUOUS TYPE SHADE TREES WITHIN ONE YEAR OF THE ERECTION OF A DWELLING. ALL LOTS, WHETHER IMPROVED OR NOT, SHALL BE MOWED BY THE OWNER OF THE LOT OR THEIR DESIGNATED REPRESENTATIVE A MINIMUM OF ONCE PER MONTH DURING THE MONTHS OF APRIL THROUGH SEPTEMBER.

13. **RESIDENCE EXTERIOR:** ALL DWELLINGS MUST BE CONSTRUCTED WITH AT LEAST SEVENTY-FIVE PERCENT (75%) OF THE EXTERIOR WALLS COVERED WITH BRICK OR STONE VENEER. LOT (1) WILL BE EXEMPT FROM THIS RESTRICTION, IT WAS AGREED UPON BEFORE THESE COVENANTS WERE RECORDED.

14. **VEHICLE REGULATIONS:** NO VEHICLE OR MORE THAN 1 TON HAULING CAPACITY OR EQUIVALENT VEHICLE SHALL BE PARKED ON ANY HOMESITE EXCEPT WHILE MAKING A DELIVERY OR PICKUP. NO TRAILER, BOAT OR RECREATIONAL VEHICLE THAT IS NOT IN OPERATIONAL CONDITION AND BEARING THE CURRENT YEAR'S LICENSE PLATE SHALL BE PERMITTED TO REMAIN ON ANY HOMESITE UNLESS KEPT WITHIN A GARAGE.

15. **ANIMALS:** NO ANIMALS, LIVESTOCK, OR POULTRY SHALL BE RAISED, BRED, OR KEPT ON ANY HOMESITE EXCEPT THAT DOGS, CATS, AND OTHER

HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND DO NOT CREATE A NUISANCE.

16. **SEWAGE DISPOSAL:** NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY HOMESITE UNLESS SUCH A SYSTEM IS DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEMS SHALL BE OBTAINED FROM SUCH AUTHORITY. IF, IN THE FUTURE, PUBLIC SEWAGE DISPOSAL FACILITIES ARE MADE AVAILABLE TO THE LOT OWNER IN THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE DATE OF SUCH AVAILABILITY. RIGHT OF ENFORCEMENT OF THE COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.

17. **WATER SUPPLY:** NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY HOMESITE UNLESS SUCH A SYSTEM IS DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEMS SHALL BE OBTAINED FROM SUCH AUTHORITY. IF, IN THE FUTURE, PUBLIC WATER FACILITIES ARE MADE AVAILABLE TO THE LOT OWNER IN THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE DATE OF SUCH AVAILABILITY. RIGHT OF ENFORCEMENT OF THE COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.

18. **SWIMMING POOLS:** NO SWIMMING POOL OR ASSOCIATED STRUCTURE SHALL BE ERECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS, INCLUDING A PLOT PLAN, HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO ABOVE GROUND SWIMMING POOL SHALL BE PERMITTED.

19. **SIGHT DISTANCE AT INTERSECTIONS:** NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO FEET AND SIX FEET ABOVE ROADWAYS, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE

CONNECTING THEM AT POINTS TWENTY-FIVE FEET FROM THE INTERSECTION OF THE STREET LINE OR IN THE CASE OF A PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN FEET FROM THE INTERSECTION OF A STREET'S PROPERTY LINE WITH THE EDGE OF A DRIVEWAY. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIATE LINE IS MAINTAINED AT SUCH HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

20. **DRIVEWAYS:** ALL DRIVEWAYS SHALL BE CONSTRUCTED OF EITHER CEMENT OR ASPHALT WITHIN TWO YEARS OF OCCUPANCY OF THE DWELLING.

21. **SIGNS:** NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW UPON ANY HOMESITE, EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET, ADVERTISING THE PROPERTY.

22. **ENFORCEMENT:** IF THE OWNER OF LOT#1 THRU #10 OF HANNA CROSSING SHALL ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER OWNERS TO PROSECUTE AT ANY PROCEEDING AT LAW OR EQUITY AGAINST THE PERSON VIOLATING ANY SUCH COVENANT AND EITHER PREVENT HIM FROM DOING SO OR TO RECOVER ANY DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

23. **TERM:** THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM THE DATE THAT THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. HOWEVER, AT ANY TIME, AN INSTRUMENT SIGNED BY ALL OWNERS OF THE LOTS #1 THRU #10 MAY BE RECORDED TO CHANGE ANY COVENANT HEREIN.

24. **SEVERABILITY:** INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT

ANY OF THE PROVISION OTHERWISE CONTAINED IN THIS DOCUMENT AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

25. FENCES: NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE, NOR ON ANY HOMESITE, THE PURPOSE OR RESULT OF WHICH WILL BE TO LIMIT OR OBSTRUCT REASONABLE VISION, LIGHT, OR AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERECTED REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY. NO FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE FRONT OF THE DWELLING OTHER THAN A FENCE OF A DECORATIVE NATURE NOT EXCEEDING FORTY-TWO INCHES IN HEIGHT. ANY FENCE PROPOSED BY A PROPERTY OWNER MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE BEFORE CONSTRUCTION PROCEEDS.

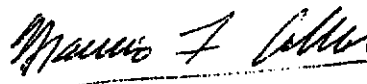
DATED THIS 30 DAY OF April, 1996.

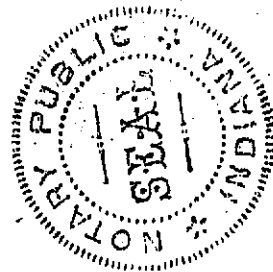

JOHN E. HALL


JOHN A. HALL

MAURICE F. COLLIER
Notary Public, State of Indiana
Hendricks County
My Commission Expires 9/21/97

SIGNED THIS 30TH DAY OF
APRIL 1996





BOOK 154 PAGE 537

COVENANTS AND RESTRICTIONS OF
"HANNA CROSSING, SECTION 2"

Donald E. Lambert, as Owner and Developer of Hanna Crossing, Section 2, a subdivision located within the real estate more particularly described on attached Exhibit "A", does hereby restrict and covenant the Lots of said subdivision and other areas within the boundary of said subdivision unto themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said Lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. **Definitions.**

Instrument PG 1 OF 12
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- A. **"Committee"** shall mean the Architectural and Environmental Control Committee composed initially of Donald E. Lambert, or his duly authorized representatives and successors and/or assigns thereafter, all of whom shall serve without compensation for services performed as committee members. At any time, Developer shall have full authority to assign the duties of the Committee, or to designate a representative with like authority.
- B. **"Owner"** shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a Lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. **"Developer"** shall mean Donald E. Lambert, or his assigns.
- D. **"Plat"** shall mean the subdivision plat for Hanna Crossing, Section 2, Liberty Township, Hendricks County, Indiana.
- E. **"Development"** shall mean and refer to the residential development known as Hanna Crossing, Section 2, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" and being the same as shall be subdivided by plat or plats.
- F. **"Easements"** shall mean and refer to certain "Drainage Easements," "Regulated Drainage Easements", "Utility Easements," "Drainage and Utility Easements," "Town of Plainfield Utility Easements", and "Non-Access Easements" which are referenced and defined on the Plat.
- G. **"Lot"** shall mean any numbered parcel of real estate shown and identified as a Lot on the Plat.

12x2

2. **Land Use.** Lots shall be used only for single-family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining Lots for the purpose of building one dwelling across the common Lot line, any side Lot line set back restrictions or regulations shall not apply to said common Lot line. No structure shall be built across Lot lines coinciding with easements.
3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a one single-family residence not to exceed two (2) stories in height. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 2000 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, deck and patios shall be not less than 1400 square feet, with no less than a total of 2400 square feet of finished floor space in such two-story structure. Roof pitch for any structure must be at least 8/12. Dwellings on all Lots shall have, at a minimum, a two-car attached garage. A two-car detached garage may be allowed by written permission of the Committee. The Committee shall approve all residences and garages prior to construction. All garages, whether attached or detached, shall match the house in materials and color.
4. **Building Material.** The first story of all dwellings, including garages, shall contain at least 80% brick, stone, wood or drivet material. Any and all retaining walls extending beyond the exterior residential structure walls shall be the same material as the exterior residential structure walls. The Committee shall approve in writing all building materials, all roof shingles, including variation in the minimum specification standards. Exterior chimneys shall be masonry, unless otherwise approved in writing by Developer.
5. **Building Lines.** Building lines are established on the Plat. No structure shall be built between a property line and a building line, except fences as authorized in writing by the Committee.
6. **Utilities.** Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.
7. **Drainage.** Drainage of each lot shall be in conformity with the general drainage plan of the subdivision.
8. **Temporary Residence.** No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot except within a garage.

9. **Business.** No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. However, Developer may allow a house as a temporary model home.
10. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.
11. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within thirty (30) business days after such plans and specifications have been submitted to it, such plans shall be deemed denied.
12. **Maintenance of Drainage Outlet Structure.**
 - A. **Purpose.** The water drainage outlet for the Subdivision is the drainage ponds located in Hanna Crossing, Section 3. Located on lot 28 in Hanna Crossing, Section 3 is a drainage outlet structure for the benefit of Section 2 water discharge. Such outlet structure will occasionally need to be cleaned to allow the proper flow of drainage water from Section 2 into the drainage pond system located in Section 3. The Owners of Hanna Crossing, Section 2 shall be responsible for the cleaning of such outlet structure. All Owners of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay their equal share of the expense to maintain such drainage outlet structure. Any Owner in Section 2, or the Hendricks County Surveyor's Office, shall have the right to request such payment be made, in the form of an assessment or otherwise. Such financial obligation shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
 - B. **Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; the Lien; Remedies.** If the request for payment is not paid on the date when requested, then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after requested in writing, a penalty fee not to exceed ten dollars (\$10.00) shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the County Surveyor's Office or any Owner in the Subdivision may bring

an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

C. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

13. Construction and Repair Time. Any dwelling on each Lot shall be commenced under a properly issued building permit and completed within one (1) year from the date construction commences. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.
14. Special Provisions During Construction. It is the responsibility of the owner of any lot to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor. A dumpster and port-o-let shall be placed on-site during construction. Upon completion of the foundation, a stone driveway area shall be created to minimize mud and debris carryover to the subdivision and adjacent streets. In addition, the builder must ensure that subcontractors do NOT drive on and track mud from the lot but use the stone driveway for any vehicle access to the lot. Likewise, in order to ensure the continued operation of the underground street drains, contractors must be required by the owner to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall NOT be allowed to carry over to adjacent home sites. It is also the responsibility of the owner to insure that no material (dirt or otherwise) shall be placed on existing swales within drainage easements. If any damage to another lot occurs due to the activities of the builder or subcontractor, it is the responsibility of the owner to return such lot to its original condition, including rubbish removal, regarding, reseeding or any other act necessary to remove such damage. If the construction site or repair of such other lot is not maintained or performed in conformity with this paragraph, the Developer or any Owner reserves the right to perform such cleanup or repair functions that it deems necessary to protect the interests of the other lot owners and WILL INVOICE THE OWNER whose contractor caused such damage, including a ten (10%) percent service charge and costs of collection thereof, which shall thereupon become a continuing lien until paid.

15. **Appurtenances, Improvements and other Permanent Structures.** No appurtenance, improvement or other permanent structure shall be constructed or placed on any Lot without prior written approval from the Committee. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities and tennis courts. Permanent structures must be given some architectural treatment and be constructed of same materials as main structures. No exterior alterations of any existing building may be permitted without the prior approval of the Committee. No second story additions are permitted without approval of the Committee. No additional windows, platforms, etc., which invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:
- A. **Garages.** Garages are to be attached to the dwelling and be given the same architectural treatment and be constructed of the same materials as the dwelling.
- B. **Driveways and Sidewalks.** All driveway areas shall be either concrete or asphalt. Each Lot owner agrees to maintain sidewalks on that Lot, at the Lot owner's expense. Each Lot owner shall install the concrete or asphalt driveway within one (1) year after receiving an occupancy permit for the single-family dwelling. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.
- C. **Flashing, Vents, Louvers, Etc.** The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Committee. Pipes, vents & louvers shall be on back elevation of home.
- D. **Swimming Pools.** All swimming pools shall be in-ground pools. There shall be no aboveground pools permitted. The construction of swimming pools must be approved in writing by the Committee prior to commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Committee for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during construction. No lighting of a pool or other recreation area will be installed without the approval of the Committee and, if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting.

- E. **Fences.** Fences on individual Lots (with the exception of fences enclosing swimming pools) shall not exceed four (4) feet in height. No fence shall extend toward the front or street-side property line beyond the front or sidewall of the residence. Only brick or wrought iron privacy fences will be permitted. There shall be no chain link fencing permitted on any Lot, except for decorative or coated chain link fences as approved by the Committee. No board fencing shall be permitted. All fencing plans must be submitted for approval by the Committee in advance of construction. All plans must include a plot plan depicting the location and a diagram and/or picture describing the fence and fencing material. Committee retains the right to use farm field fences or other necessary fencing in undeveloped areas.
- F. **Mailboxes.** All mailboxes shall be of uniform architectural design as determined by the Committee.
- G. **Satellite Dishes.** Satellite dishes of approximately 18" in diameter may be erected if not visible from front elevation. Large dishes will not be permitted.
- H. **Clothes lines.** No outside clotheslines shall be erected or placed on any Lot.
- I. **Sign.** No signs of any kind shall be displayed on any Lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Committee.
- J. **Lighting.** No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any Lot which is found to be objectionable by the Committee. Upon being given notice by the Committee that any exterior light is objectionable, the owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.
16. **Utility Building and/or Barn.** One (1) storage, utility building, barn, or other outbuilding is allowed on a Lot within the subdivision, provided that such building does not exceed one story in height and is no more than two hundred (200) total square feet. Any such building shall not be placed within twenty feet (20) of the rear Lot line. Any such building shall be approved by the Committee prior to placement on the Lot.
17. **Storage Tanks.** Any gas or oil storage tanks used in connection with a Lot shall be located within a garage or house such that they are completely concealed from public view.
18. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision.
19. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall

be placed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

20. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any home site except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any home site unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.
21. **Permanent Landscaping Plans.** All permanent-landscaping plans must be approved in writing by the Committee prior to planting. The landscaping plan submitted to the Committee for approval shall including the following requirements:
- A. Landscaping, including seeding or sodding shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Committee.
 - B. Landscape plans and designs for each Lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and laws designed to compliment the architectural character of the residence in form, location and scale. Use of plant material of advanced maturity and highest quality should be used to give the property a finished and established feeling.
 - C. No hedges shall be planted on any Lot unless the Committee approves its placement and planting in writing.
 - D. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.
 - E. No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.
22. **Maintenance of Lots and Improvements.** Each Lot owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All Lots, whether improved or not, shall be mowed by the Lot owners

or their designated representatives at least twice during each of the months of April through September.

- 23. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any Lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.
- 24. **Crawl Space and Foundation Drains.** No crawl spaces or foundation drains shall be constructed so as to discharge water onto a street.
- 25. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.
- 26. **Play Equipment.** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.
- 27. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in these Restrictions. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.
- 28. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.
- 29. **Gardens.** No garden shall be visible from any street. ®
- 30. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.
- 31. **Rules Governing Building on Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the

Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure.

32. **Street Address.** The designations of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee may require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.
33. **Enforcement.** The Developer, Committee, or the owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any Covenant herein. The successful party to any such action shall recover attorney's fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.
34. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these

covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lots has been recorded agreeing to change said covenants in whole or in part.

35. **Severability.** Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above-described real estate, have set their hands and seals this 17th day of January 2006.

Donald E. Lambert

Donald E. Lambert

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared Donald E. Lambert, who acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 17 day of January 2006.

Brenda J. Fleece



Notary Public - Signature
Notary Public - Printed Name
Resident of _____ County

This instrument was prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, IN 46122, Telephone: (317) 745-4300.

CHICAGO TITLE

EXHIBIT A
LEGAL DESCRIPTION

That portion of the West Half of the Southeast Quarter of Section 29, Township 15 North, Range 1 East of the Second Principal Meridian, Liberty Township, Hendricks County, Indiana, described as follows:

Commencing at a stone found marking the northwest corner of said Southeast Quarter; thence North 88 degrees 01 minute 13 seconds East along the north line thereof 330.00 feet to the POINT OF BEGINNING; thence continue North 88 degrees 01 minute 13 seconds East along said north line 1030.96 feet to a railroad spike found marking the northeast corner of said West Half Quarter Section; thence South 00 degrees 57 minutes 33 seconds East along the east line thereof 2176.08 feet to the northeast corner of Tattersall Manor, Section One as per plat thereof recorded in Plat Book 8, Page 86 in the Office of the Recorder of said county; thence South 88 degrees 07 minutes 50 seconds West along the north line of said plat 320.98 feet to the east line of the Amended Hanna Crossing, Section Three as per plat thereof recorded in Plat Cabinet 1, Slide 91, Pages 2A and 2B in said county records (the following six (6) courses are along the east and north lines of said plat); 1) thence North 00 degrees 57 minutes 33 seconds West 449.02 feet; 2) thence North 88 degrees 01 minute 13 seconds East parallel with the north line of said West Half 290.99 feet; 3) thence North 00 degrees 57 minutes 33 seconds West 50.01 feet; 4) thence South 88 degrees 01 minute 13 seconds West parallel with said north line 290.45 feet; 5) thence North 00 degrees 57 minutes 33 seconds West 450.00 feet; 6) thence South 88 degrees 01 minute 13 seconds West parallel with said north line 1035.26 feet to the west line of said Southeast Quarter; thence North 01 degree 12 minutes 15 seconds West along said west line 1094.35 feet; thence North 88 degrees 01 minute 13 seconds East parallel with said north line 330.00 feet; thence North 01 degree 12 minutes 15 seconds West parallel with said west line 132.00 feet to the POINT OF BEGINNING, containing 43.893 acres, more or less.

The above described real estate is also legally described as Hanna Crossing, Section Two, as per plat thereof recorded March 14, 2006 in Plat Cabinet 6, Slide 120, Page 2 in the Office of the Recorder of Hendricks County, Indiana.



CHICAGO TITLE

Prescribed by the
State Board of Accounts
(2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5-5(a), do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted. To the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

Ben Carter

Printed name of Declarant

CHICAGO TITLE