

Plat shall be called:

Hickory Estates Sub
Final Plat

FILED: Instrument No. _____

Cabinet (D) Slide (649A4B)

FEE \$ 2500

DATE/TIME of recording: _____

LEGAL being platted:

P+NE NW 27-13-3

23.820A

Date of Plat:

June 8, 2006

Area

White River Strip

Owner (s)

Hickory Estates LLC



Doc ID: 003171270002 Type: PLA
Recorded: 06/30/2006 at 03:30:05 PM
Fee Amt: \$25.00 Page 1 of 2
Workflow# 446360
Johnson County-Recorded as Presented
Sue Anne Misiniec Recorder
Inst **2006-017016**

Approval: Municipal _____ County

Assessor's Signature _____

Auditor's Signature _____ (Signifying transfer)

Notary's Signature _____ Seal _____ County of Residence _____ Date of Expiration _____

ALL SIGNATURES MUST HAVE NAME TYPED OR PRINTED BENEATH THEM.

Engineer's Signature _____ Seal _____

FIXED LINE MYLAR WILL BE SUPPLIED BY:
If other than above Engineer, whose
company or name appears on plat.

Name _____

Address _____

Telephone Number () _____

RECORDING PROCESSED BY:

On door of cabinet _____

Indexed into Computer _____

Subdivision Code _____

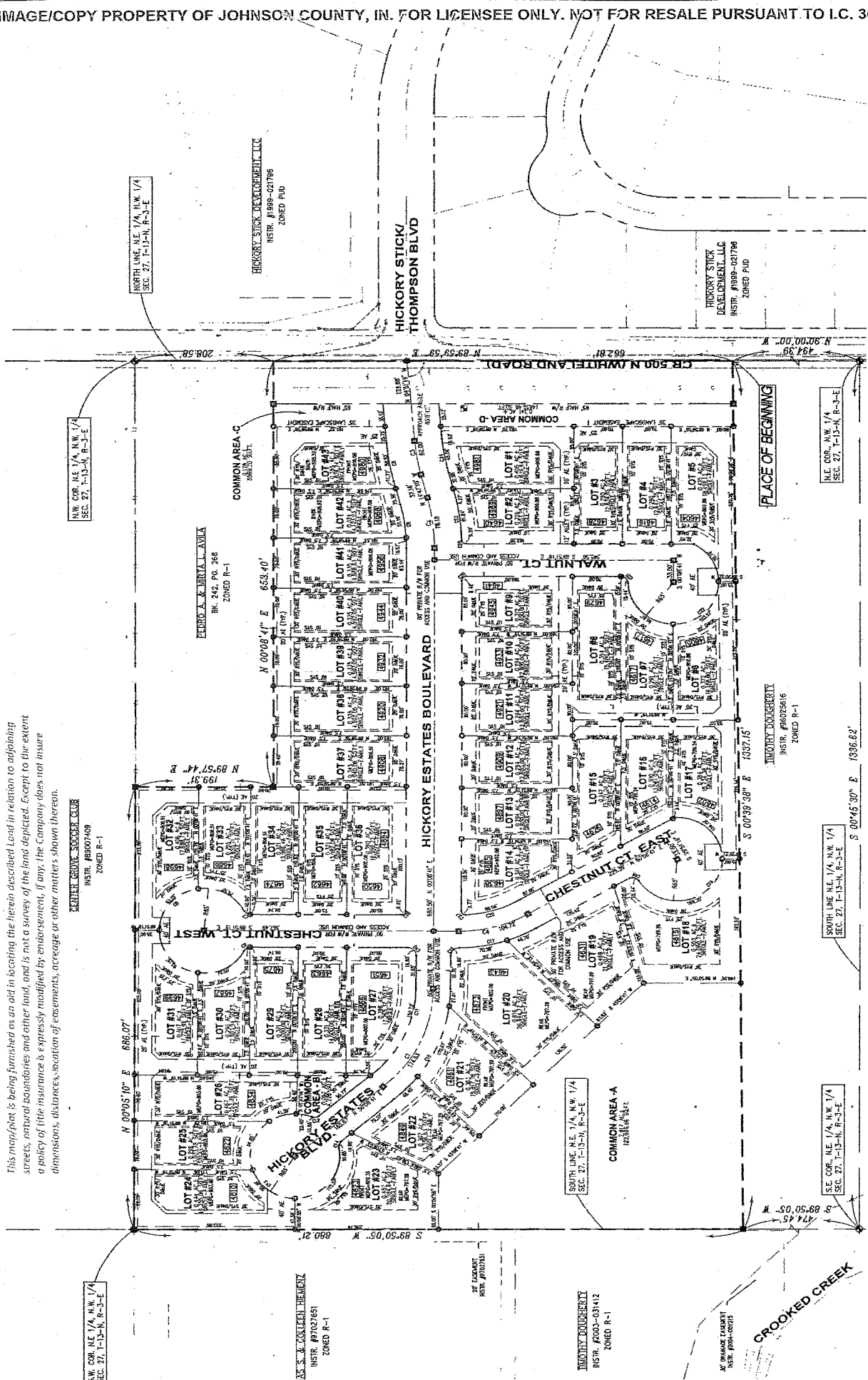
FIXED LINE RECEIVED: 1 / 1

form 9/21/94 Johnson County Recorder

HICKORY ESTATES SUBDIVISION

A PART OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 27, T 13 N, R 3 E, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

This map/plan is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



P-500	
DATE	11/1/2011
BY	DAVID L. HARRISON
FOR	K&W DEVELOPMENT
PROJECT NO.	519700861
DATE	DATE & HOUR
TIME	DATE
NO.	1 / 2

LEGEND

- MANENT OUTSIDE BOUNDARY CORNER SET PER JOHNSON COUNTY
- 8" x 8" STEEL ROD [1.00/1.0] IN 4"x4"x48" CONCRETE
- MANENT CHANGE IN CENTERLINE MARKER SET PER JOHNSON COUNTY
- 8" x 12" LONG STEEL ROD [1.00/1.0]
- 4" x 4" x 48" CONCRETE AT CUL-DE-SAC AND ROUNDABOUT CENTERS
- MANENT PROPERTY LOT CORNER SET PER JOHNSON COUNTY
- 8" x 10" STEEL ROD [1.00/1.0]
- MANENT BENCHMARK MONUMENT SET PER JOHNSON COUNTY
- 4" x 48" CONCRETE W/ U.S.G.S SURVEY DATUM
- MANENT STREET CENTERLINE INTERSECTION SET PER JOHNSON COUNTY
- EXTENSIBLE MARKER (HARRISON APPROVED EQUAL)
- 6" x 12" DEEP CORE IN PAVEMENT

DEVELOPMENT DATA SUMMARY

CURRENT ZONING: R-3 (BARGERSVILLE BUFFER ZONE)

FRONT YARD SETBACK: 25' (MEASURED FROM PRIVATE R/W)

SIDE YARD SETBACK: 10' (R/W 85')

ADJACENT TO EAST: 500' N R/W 85'

REAR YARD SETBACK: 30'

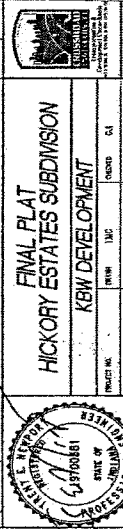
ADJACENT TO CR 500 N R/W: 65'

TOTAL NUMBER OF LOTS: 45

NET DEVELOPMENT AREA: 22.830 ACRES (NOT INCLUDING CR 500 N R/W)

NET DWELLING UNITS PER ACRE: 1.863 UNITS/AC

MILES OF DEDICATED STREETS: 0 MILE (TO REMAIN PRIVATE - NOT INSPECTED/TESTED BY JOHNSON COUNTY)



FINAL PLAT
HICKORY ESTATES SUBDIVISION
K&W DEVELOPMENT

MONUMENT FOUND
FYS - FRONT YARD SETBACK
SYS - SIDE YARD SETBACK
RYS - REAR YARD SETBACK
AE - ACCESS EASEMENT
DAUE - DRAINAGE & UTILITY EASEMENT
ADDRESS

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NORTHWEST QUARTER (1/4) OF SECTION 27, T 13 N, R 3 E,
WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO

CENTERLINE AND RIGHT-OF-WAY CURVE DATA TABLE

NUMBER	REFLECTION ANGLE	DEGREE OF CURVE - ARC	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	EXTERNAL	MD COORDINATE
01	30'00"00"	28'39'52"	N 29'08'41" E	93.76	200.00	174.53	169.05	30.58	10.74
02	14'55'51"	19'05'55"	N 07'19'15" W	39.31	300.00	78.18	77.86	2.56	2.54
03	09'55'51"	19'05'55"	N 09'49'15" W	28.06	500.00	52.00	51.53	1.13	1.13
04	30'00"00"	29'38'52"	N 29'08'41" E	53.59	200.00	104.72	103.53	7.08	6.91
05	09'55'51"	16'51'06"	S 09'49'15" E	28.54	140.00	58.93	58.86	1.26	1.26
06	14'55'51"	22'07'13"	S 07'19'14" E	34.07	280.00	67.75	67.55	2.22	2.20
07	67'10'55"	82'10'55"	N 38'43'51" W	6.03	10.00	10.05	10.13	1.88	1.74
08	30'42'15"	80'08'50"	N 38'43'51" W	6.03	10.00	10.05	10.13	1.88	1.74
09	67'10'55"	82'10'55"	N 38'43'51" W	6.03	10.00	10.05	10.13	1.88	1.74
10	30'42'15"	80'08'50"	N 38'43'51" W	6.03	10.00	10.05	10.13	1.88	1.74
11	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
12	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
13	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
14	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
15	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
16	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
17	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
18	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
19	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
20	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
21	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
22	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
23	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
24	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
25	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
26	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
27	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
28	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
29	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
30	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
31	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
32	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
33	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
34	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
35	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
36	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
37	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
38	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
39	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
40	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
41	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
42	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
43	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
44	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
45	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
46	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
47	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
48	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
49	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
50	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
51	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
52	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
53	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
54	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
55	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
56	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
57	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
58	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
59	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
60	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
61	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
62	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
63	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
64	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
65	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
66	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
67	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
68	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
69	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
70	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
71	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
72	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
73	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
74	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
75	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
76	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
77	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
78	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
79	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
80	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
81	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
82	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
83	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
84	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
85	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
86	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
87	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
88	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
89	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
90	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
91	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
92	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
93	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
94	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
95	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
96	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
97	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
98	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
99	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00
100	30'00"00"	30'00"00"	N/A	0.00	0.00	0.00	0.00	0.00	0.00

Annexation Waiver
All lot owners who subsequently map into or are connected with a sewer system provided for in this subdivision as described in this plat, release their right to object, remonstrate or appeal against any present or future annexation by the Town of Bargersville pursuant to a certain contract dated June 14, 2005 and recorded in the Johnson County Recorder's Office as Instrument # 2005-016633.

THIS AREA HAS BEEN DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN (ZONE X) PER FEMA NATIONAL FLOOD INSURANCE PROGRAM FLOODWAY MAP COMMUNITY PANEL NUMBER 180111-0075 C, EFFECTIVE DATE MARCH 2, 1989.

SIGNATURE PAGE
The plat is recommended for approval by the Johnson County Planning Commission.

Approved by the Johnson County Planning Commission in accordance with the Subdivision Control Ordinance.
William Owens
William Owens
Planning Director

Approved by the Board of County Commissioners, Johnson County, Indiana, on this 20th day of June, 2006.
David L. Moore
David L. Moore
County Executive

Approved by the Johnson County Board of Health on this 20th day of June, 2006.
James R. Smith
James R. Smith
Board Member

Approved by the Johnson County Board of Health on this 20th day of June, 2006.
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DEDICATION CERTIFICATE
We, the undersigned, owners of real estate shown and described herein, do hereby by act, plat and subdivision and real estate in accordance with the plat herein.

The subdivision and real estate is shown and described as Hickory Estates Subdivision, in addition to the White River Township, Johnson County, State of Indiana. All interests, claims and liens are hereby released and maintained priority by the Hickory Estates Home Owners Association, through the records of the Johnson County Recorder's Office, to the extent of their interest in the real estate herein described.

It is the intent of the undersigned that the real estate herein described be dedicated to Johnson County and to be used for residential purposes.

480

19



Doc ID: 008561000019 Type: MIS
Kind: DECLARE COVENANT RESTRICT
Recorded: 01/03/2013 at 02:48:55 PM
Fee Amt: \$48.00 Page 1 of 19
Workflow# 0000060088-0001
Johnson County-Recorded as Presented
Jackson County Recorder
File# 2013-000322

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR REPRODUCTION.

CROSS REFERENCES

Final Plat of Hickory Estates Subdivision, Instrument # 2006-017016
(Plat Book D, page 649 A&B)

**DECLARATION OF COVENANTS CONDITIONS EASEMENTS AND RESTRICTIONS
FOR HICKORY ESTATES
Bargersville, Indiana**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR HICKORY ESTATES ("Declaration"), made and revised for recording this 17th day of December, 2012, by **KBW Development LLC**, an Indiana limited liability company, (herein after referred to as the "**Declarant**"),

WITNESSETH THAT:

WHEREAS, Declarant is the developer of certain real estate located in Johnson County Indiana, more particularly described in the attached Exhibit "A" ("Real Estate") upon which Declarant may construct residential dwellings and facilities, which shall be known as "Hickory Estates" a gated community and which may be Platted by Declarant in sections from time to time; and

WHEREAS, Declarant platted Section 1 of Hickory Estates Subdivision recorded in the Office of the Recorder of Johnson County on June 30, 2006 as Instrument #2006-017016 in Plat Book D, Page 649 A & B; and

WHEREAS, Declarant desires to subject the Real Estate to certain covenants, conditions, easements, and restrictions ("Covenants") in order to ensure that the development and use of the various lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots and the Real Estate within Hickory Estates; and

WHEREAS, Declarant desires to provide for maintenance of the Roads, Alleys, Detention Lakes, Common Areas, Common Amenities, Lawns, Public Sidewalks, Driveways (snow removal only), Gated entrances to Hickory Estates, and other improvements located or to be located in Hickory Estates, which are for the common benefit to the Owners of the various Lots within Hickory Estates, and to that end desires to establish certain maintenance and other costs in connection with operation of Hickory Estates;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

1. **Definitions.** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- a. "**Accessory Dwelling**" means a Living Unit which is attached to or located on the same Lot as a Principal Dwelling, has an independent means of access and is owned by the Owner of the Principle Dwelling.
- b. "**Applicable Date**" means the earlier of (i) the date on which all Lots in the Development Area have been improved by the construction thereon of Dwellings or (ii) the 1st day of August, 2017.
- c. "**Articles**" means the Articles of Incorporation of the Association, as amended from time to time.
- d. "**Assessment**" means a sum lawfully assessed against the Members or Owners, or as declared by this Declaration, any Supplemental Declaration, the Articles or the By-Laws of the Association.
- e. "**Association**" means Hickory Estates Home Owners Association, Inc., an Indiana nonprofit corporation.
- f. "**Board of Directors**" means the governing body of the Association.
- g. "**Building Guidelines**" means requirements for design and construction of Living Units in the Development. Developer shall have the authority to make any building guideline it deems necessary or proper. Building guidelines shall remain in effect until all Lots in the Development are sold.
- h. "**By-Laws**" means the Code of By-Laws of the Association, as amended from time to time.
- i. "**Committee**" means the Architectural and Environmental Control Committee composed initially of the Members of KBW Development, LLC or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.
- j. "**Common Areas**" shall mean those areas on the Plat or Plats marked as such or those areas other than Lots. The Common Areas are hereby created and reserved:

- IMAGE/COPY PROPERTY OF HICKORY COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
- i. solely for the common visual and aesthetic enjoyment of the Owners;
 - ii. for use by the Developer during the Development Period for the installation of roads and alleys, retention and detention ponds or lakes, entryways and nature areas, if any;
 - iii. for the use as roads and alleys, retention and detention ponds or lakes, entryways and nature areas, if any; and,
 - iv. for the use of the Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

These areas shall be governed by the Association. These areas shall be conveyed to and accepted by the Association at such time as deemed necessary by Developer.

- k. "Declarant" means KBW Development, LLC, their successors and assigns to their interest in the Tract other than Owners purchasing Lots by deed from Declarant (unless the conveyance indicated intent that the grantee assume the rights and obligations of Declarant).
- l. "Developer" means KBW Development, LLC or their successors and assigns.
- m. "Development" means the residential development known as Hickory Estates, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.
- n. "Development Area" means the land described in Exhibit "A" together with any additional land added to the Tract pursuant to Paragraph 3 of this Declaration.
- o. "Development Period" means the period of time during which Developer owns any one (1) Lot within the Development.
- p. "Dwelling" means a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.
- q. "Easements" means certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance and Blanket Easements", and "Landscaping Easements", which are referenced on the Plat or in this Declaration.
- r. "Gate" means a gated entrance controlled by an electronic mechanism regulating passage into Hickory Estates.
- s. "General Assessment" means an Assessment made pursuant to Paragraph 48 (c).
- t. "Lawns" means a grassy area of a Lot or Common Area owned by Developer, Association, or an Owner.
- u. "Living Unit" means a single family dwelling either a Principal Dwelling or Accessory Dwelling to be constructed on a Lot.
- v. "Lot" means any numbered parcel of real estate shown and identified as a Lot on the Plat.
- w. "Maintain" means maintain, repair and replace as necessary or appropriate.
- x. "Member" means a member of the Association and "Members" means all Members of the Association.
- y. "Occupant" means any Person who is in possession of a Dwelling either as an Owner or as a tenant pursuant to a lease or other occupancy agreement.
- z. "Owner" means 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.

- aa. "Parcel" means each platted subdivision or part thereof, or parcel of land consisting of one or more Lots within the Development Area that are subject to the same Supplemental Declaration or are declared by Declarant to constitute a "Parcel". One or more Lots may be included in more than one Parcel.
- bb. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- cc. "Plat" or "Plats" shall mean the subdivision plat or plats for Hickory Estates, the first section of which was recorded on the 30th day of June, 2006, as Instrument #2006-017016 in Plat Book D, Page 649 A & B in the Office of the Recorder of Johnson County, Indiana.
- dd. "Pond" means a body of water located in the Development Area and depicted on the general plan of development and "Ponds" means all of such bodies of water.
- ee. "Principal Dwelling" means a Living Unit designed as the principal structure on the Lot.
- ff. "Section" means that portion of the Development Area that is depicted on a Plat.
- gg. "Site Furniture and Facilities" means any gating, furniture, trash containers, sculpture or other furniture, fixtures, equipment or facilities constructed, installed or placed in the Development Area by Declarant or the Association and intended for the common use or benefit of some, if not all, of the Owners and Occupants.
- hh. "Special Assessment" means an Assessment made pursuant to Paragraph 48 or any other provision of this Declaration or any Supplemental Declaration authorizing the levying of a Special Assessment.
- ii. "Sprinkler System" means a permanent timer-controlled below ground lawn and landscape sprinkling system designed by the Developer and installed by a contractor approved by the Committee.
- jj. "Streets and Alleys" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the Plat or Plats of Hickory Estates, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, Occupants and their guests and invitees, to any or all Lots.
- kk. "Supplemental Declaration" means any supplemental declaration of covenants, conditions or restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Section or Parcel and contains such complementary or supplementary provisions for such Section or Parcel as are required or permitted by this Declaration.
- ll. "Tract" means the land described in Exhibit "A" and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

2. **Declaration.** Declarant hereby expressly declares that the Tract and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, Easements, Charges and Liens hereinafter set forth. The Owner of any Lot or Parcel is subject to these Covenants, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or Parcel, or (ii) by the act of occupancy of any Lot or Parcel, and shall accept such deed and execute such contract subject to each covenant, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these Covenants, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Association, and the Owners and subsequent Owners of each of the Lots and Parcels affected by these Covenants to keep, observe, comply with and perform such Covenants and Agreement.

3. **Additions to the Tract.** Declarant shall have the right to bring within the scheme of this Declaration and add to the Tract real estate that is a Part of the Development Area or that is contiguous to the Development Area. In determining contiguity, public rights of way shall not be considered. The additions authorized under this Paragraph 3 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate and by filing with the Association any revisions to the general plan of development necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the general plan of development shall not bind Declarant to make the proposed additions. For purposes of this Paragraph 3, a Plat depicting a portion of the Development Area shall be deemed a Supplemental Declaration.

4. **Land Use.** Lots shall be used only for single family residential purposes subject to the applicable zoning ordinance. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession and no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. Developer may construct model homes and community buildings at its sole discretion for the purpose of developing Hickory Estates. 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 sanitary sewer easements, drainage easements, and utility easements. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Principal Dwellings in a section than the number of original Lots shown on a Plat of such section. Not more than one (1) Principal Dwelling and not more than one (1) Accessory Dwelling may be located on a Lot and no Accessory Dwelling may be located on a Lot unless a Principal Dwelling is also located thereon. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.

5. **Living Unit Requirements.**

- A. **General and Principal Dwelling Requirements Applicable to all Single Family Dwelling Lots:** No Principal Dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family residence not to exceed three stories in height. Living Units on all Lots shall have 80% of the exterior constructed from brick and or divot of a color and quality acceptable to the Architectural Control Committee. Each Principal Dwelling shall include, as a minimum, either an attached or detached two-car garage. The entrance to any garage on Lots 1, 2, 9, 10, 11, 12, 13, 14, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 shall be a rear-load style garage with access from an alley where the alley provides access to the rear of a Lot. The remaining lots shall have side or front load garages, unless otherwise approved by the Architectural Control Committee. The ground floor area of the main structure of any one or two-story dwelling, excluding garages, porches, and basements shall be not less than One Thousand Seven Hundred (1,700) square feet. Each Principal Dwelling shall have a basement equal to or less than the square footage of the main floor unless approved by the Architectural Control Committee and a waiver is obtained from the town of Bartersville. In the event there is no basement, the home must be built on a crawl space and have a minimum of 2200 square feet of living space on the main floor.
- B. **Accessory Dwelling Size Requirements:** The size of Accessory Dwellings, subject to Committee approval, shall be no larger than Eight Hundred Fifty (850) square feet of finished living space excluding garages, porches, and basements.
- C. **Approval of Building Plans:** All building designs and construction plans are subject to approval by the Committee under section 9.

6. **Building Lines.** Front and rear building lines are established as shown on the Plat between which lines and the property lines or the street no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the Town of Bargersville as the case may be. ~~Between which lines and the property lines or the street, no structure shall be erected or maintained.~~

7. **Outbuildings.** Outbuildings such as a pool houses or equipment enclosures are permitted, but must conform to the style and character of the homes in the Development. The plan for such structures shall have written approval by the Architectural Control Committee prior to construction. No trailer, tent, shack, garage, barn, above ground storage tank, with the exception of inground pool filters, or other outbuilding or temporary structure shall be located or used for temporary or permanent residential purposes on any Lot.

8. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets. Common household pets shall be limited to three (3) per Lot. All common household pets shall remain on a leash controlled by the pet's owner when not on such owner's Lot. In no event shall any pet be a nuisance to any landowner in the Development.

9. **Living Unit Construction Plans and Architectural Design Approval.** No Principal Dwelling, Accessory Dwelling, building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development or on any Lot until the location plan (showing landscaping and sprinkler system location), building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with exterior design, quality, and aesthetic appearance, of structures already existing, and as to conformity with Building Guidelines, minimum square footage requirements, brick, basement and garage requirements, grading plans, first floor elevations, destruction of trees and other vegetation, Landscaping and Sprinkler Systems 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 approved and the provisions of this Covenant satisfied. All plans shall be submitted to the Committee via certified mail at KBW Development, 374 Meridian Parke Lane, Suite A, Greenwood Indiana 46142, or hand delivered to a Committee Member (if hand delivery is made- written receipt signed by said member is required to begin tolling the response timeline).

10. **Subdividing Not Permitted.** No parcel of land shall be re-divided into a smaller parcel.

11. **Home Owners Association.** All Lots and Owners thereof shall belong to Hickory Estates Home Owners Association and shall be governed by the Articles of Incorporation, By-Laws, and other corporate restrictions of such Association. A roster of all Members shall be maintained by the Association as more fully set forth in the Bylaws. All Members of the Association and the Board shall be entitled to the opportunity to petition the association's board of directors on an issue or complaint as more fully described in the Bylaws. The powers and limitations of the Association and the Board are more fully set forth in the Articles and Bylaws.

12. **Construction and Repair Time.** A dwelling on each Lot shall be commenced, under a properly issued building permit, within one (1) year from the date of the deed from the Developer to the purchaser of any respective Lot unless prior written approval from the

Developer is obtained. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence. PURSUANT TO L.C. 38-2-7-10.

13. **Utility Building and/or Barn.** There shall be no storage or utility buildings, barns, or other outbuildings on any Lot within the subdivision.

14. **Signs.** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single sign placed by an Owner to advertise the property for sale or. Signs must be approved by the developer or Committee.

15. **Storage Tanks.** Any gas or oil storage tanks used in connection with a Lot shall be located within a garage or dwelling such that they are completely concealed from public view.

16. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision, except the Association has exclusive authority to allow trapping in the Ponds.

17. **Fences.** All fences, including material and height, require written Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence.

18. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) 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.

19. **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any Lot.

20. **Vehicle Parking.** No boat, trailer, recreational vehicle, non-licensed or non-operational 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) ("Restricted Vehicle") shall be kept or parked upon said Lot except within a garage. Notwithstanding the foregoing, a Restricted Vehicle may remain on a Lot for a period of not more than twenty-four (24) hours for the specific purpose of loading and unloading said Restricted Vehicle. In no event shall Restricted Vehicle(s) collectively remain on a Lot for a period greater than four (4) days in any calendar month. Street parking is only allowed on the north side of Chestnut Court East and West, and Walnut Court. Parking is only allowed on the outside curb of Hickory Estates Boulevard North of Chestnut. Parking is only allowed on the West side of Hickory Estates Blvd. South of Chestnut. In no case shall a vehicle be parked on the streets in excess of twenty-four (24) hours. There is no parking allowed in alleys.

21. **Landscaping and Sprinkler System.** The Lot Owner shall landscape the Lot within sixty (60) days following completion of a dwelling thereon, weather permitting. Each lot as a

minimum shall have five (5) trees of shade, ornamental, dwarf, evergreen and deciduous varieties and twelve (12) shrubs of evergreen, deciduous and flowering varieties, including ornamental grasses. All landscaping shall be approved by the Committee. Each Lot Owner shall install a landscape and lawn sprinkler system designed by the Declarant or a landscape architect of the Committee's choosing. The Sprinkler System shall be installed, at the time of planting landscaping, by a contractor approved by the Committee, and shall be a below-ground timer controlled system. The system must be connected to a central 2 wire irrigation system maintained by the association. Timer controls shall be accessible from the exterior of a Living Unit. The Sprinkler System shall be operated only during hours established by the Association. Each Lot Owner is responsible for the maintenance and repair of the Sprinkler System on their Lot. However, the Association retains the right under Section 42 to enter a Lot and make adjustments to the timer control and/or make repairs to a Sprinkler System and to assess charges to the Lot Owner for those repairs. A Lot Owner may install additional private sprinkler systems to service landscaping planted in addition to the landscaping required above, but such additional systems shall be approved by the Committee.

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, including unimproved Lots, shall be mowed by the Association or their designated representative at least twice during each of the months of April through October. Snow shall be removed by the Association for all private roadways, alleys, driveways and from the public sidewalks including the walking path around the lake. Developer and Association shall have discretion to exempt certain areas from snow removal, including the area around the pond and any areas which have not yet been sold or developed. Snow removal is defined as whenever there is a greater than two (2) inches as measured by the National Weather Service at the Indianapolis International Airport within a 24 hour period or if deemed necessary by the Association. Snow will be removed from the driveways with two (2) to three (3) feet of the dwellings garage door only if the drive is clear of all obstructions and vehicles. No liability is assumed by the association for damage caused by lawn mowing or snow removal to private dwellings or driveways.

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.

25. Driveways. Residential driveways shall be constructed of cement concrete and/or paver brick. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. Paver brick design, material and color shall be approved by Architectural and Environmental Control Committee. The driveway shall be completed not later than the completion of the construction of the dwelling.

26. Swimming Pools. No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others, or shall utilize an automated safety cover

approved by Administrative Code Sec. 20-4-27(c). Prior to installation, such fence or safety pool cover shall be approved by the Committee.

27. **Basement and Foundation Drains.** No basement, eave troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street or another Lot.

28. **Exterior Lighting, Antennas and Satellite Dishes.** Except for such alley and street lights as may be required by the Committee, no exterior lights shall be erected or maintained between the front building line and rear lot line so as to shine or reflect directly upon another Lot. No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a Living Unit in the Development. However, inside attic antennas and cable service are acceptable. Notwithstanding the above, satellite dishes no greater than twenty-four (24) inches in diameter shall be permitted on the exterior of a Dwelling, so long as such dish is not visible from the street running in front of the Lot.

29. **Sidewalks.** 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. Developer, in its sole discretion, may grant an owner who does not commence construction on the purchased lot, a temporary variance excepting said owner from construction of said sidewalk upon Owner's lot. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep private sidewalks on their respective Lots free of snow and cleared of debris.

30. **Gazebos.** Free-standing gazebos are permitted if design and location is approved by the Architectural Committee.

31. **Mail Boxes.** Size, location, lighting, height and composition of every mailbox shall be prescribed by the Committee and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

32. **Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc.** Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by the Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.

33. **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.

34. **Play Equipment.** Children's sand boxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, play houses, tents, badminton and volleyball nets, and the like, shall be permitted in the rear yard of the Lot 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.

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Basketball goals shall not be placed on the face of any dwelling in the Development, and all placements are subject to written approval by the Committee.

35. **Clothes Lines.** Outdoor clothes lines or other such items are prohibited.

36. **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 out of doors of such refuse on his Lot except as may be permitted in Paragraph 37, below. All Living Units built in the Development shall be equipped with a suitable garbage can or container.

37. **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 or alley 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.

38. **Gardens.** No garden producing fruits and/or vegetables for consumption shall be visible from any street or alley.

39. **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 reasonably necessary to accomplish the purposes of this subsection.

40. **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 one Principal Dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned).

41. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions.

42. **Blanket Easement.** Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the Lawns, drainageways,

sub-surface drains of the drive, and Sprinkler Systems, with this blanket temporary easement being supplementary to the easements depicted on the plat of Hickory Estates.

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43. **Easement Area of Lakes.** The easement areas for lakes, as shown on the plat shall only be utilized for maintenance of the lakes and lake area through the Association and shall not be utilized by Owners, other than the Owner of that respective Lot.

44. **Improvements in Lake or Lake Area.** There shall be no fences, piers, decks, docks or other structures or improvements made within the lake or lake area without approval of the Committee and Association.

45. **Lights.** Developer, in its discretion, may install street lights and other light fixtures within the Development, and may transfer said lights and obligations to the Association. The Association shall accept such lighting and the obligations related thereto, if transferred.

46. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee.

47. **Homeowner's Association and Architectural and Environmental Control Committee and**

a. **Appointment of Architectural and Environmental Control Committee.** Prior to the incorporation of the Homeowner's Association, the Declarant shall appoint an Architectural and Environmental Control Committee (Committee) to be composed of three (3) members. After incorporation of the Association, the declarant shall appoint two (2) of the Committee members and the Association one (1) of the Committee members until such time that the Declarant owns less than three (3) lots, after which time the Association shall appoint all members.

b. **Liability of Committee.** Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto, or for any act it may or may not take in its discretion. The Committee may inspect work being performed with its permission to assure compliance with this Declaration.

c. **Organization and Duties of Homeowner's Association.** The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with The Articles of Incorporation which will be filed by the Declarant.

i. **Membership.** The members of the Association shall consist of the Declarant and the Owners of Lots in Hickory Estates as the same may be Platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to three (3) votes for each lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- a. On the Applicable Date, or;
- b. When the Declarant owns less than three (3) Lots.

ii. **Board of Directors.** The members shall elect a Board of Directors of the Association as prescribed by the By-laws. The Board of Directors shall manage the affairs of the Association. The Board of Directors shall consist of not less than three (3) or more than five (5) Members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of the Members of KBW Development, which Initial Board shall serve until the sale of seventy-five percent (75%) of the Lots in the Development to homeowners (not builders), or otherwise allowed by the Declarant.

iii. **General Duties of Association.** The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Lawns, Gates, Streets, Alleys, Detention Ponds and Lakes, Common Amenities, Common Areas, Sprinkler Systems, Entrances to the Development, Street Signs, and other areas determined by the Association, the determination of Common Expenses, the collection of annual and special assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Covenants contained in this Declaration. Neither the Association or its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000) for any single occurrence, and other replacement value extended coverage insurance protecting against fire and weather related damage, and destruction of common areas and amenities.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' assessments on all Lots in Hickory Estates, plus the Associations reserve funds.

48. Assessments.

- a. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot, except for the Developer, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) General, annual, monthly assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) Architectural Control Assessments (to the extent levied).

All Assessments, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due.

- b. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, Streets, Alleys, Sprinkler Systems, and mowing of Lawns and grass situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
- c. General Assessment.
- i. Basis for Assessment. Subject to subparagraph (e) below, each Lot, other than those Lots owned by the Developer, shall be assessed at a uniform pro-rata share without regard to whether a Dwelling or other improvements have been constructed upon the Lot, except that if no Dwelling has been constructed on the Lot, the Association shall waive with respect to such undeveloped Lot that part of any Assessment that is attributable to services (such as trash removal) that are provided only with respect to improved Lots.
 - ii. Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors if such change is approved by two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of Members duly called for this purpose; provided, however, if a proposed change would adversely affect the Owners of a particular class of property, such change in the basis for assessment may be made only if approved by a majority of the Owners adversely affected.
 - iii. Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraphs (i) and (ii) above, fix the General Assessment for each assessment year of the Association at an amount sufficient to meet the obligations imposed by this Declaration and all Supplemental Declarations upon the Association, including the obligation to maintain the Common Areas and reserves for street and alley repairs.
- d. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section (c) hereof, the Association may levy in any assessment year on each Lot sold by the Developer, its representatives or assigns, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly

- called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- e. Date of Commencement of Assessments. The General Assessment shall commence with respect to assessable lots within a Parcel on the first day of the month following conveyance of a Lot in the Parcel to an Owner who is not Declarant. The Assessment for each succeeding year shall become due and payable monthly as more fully set forth in the Code of Bylaws. At closing of the initial sale of a Lot to a purchaser, that year's General Assessment shall be prorated for the year and charged to such homeowner at closing. For the purposes of levying the Assessment, Assessments shall be considered as paid in advance and shall be levied against any Lot which is subject to these Covenants. The due date of any Special Assessment under Section (d) hereof shall be fixed in the Resolution authorizing such Assessment.
- f. Effect of Nonpayment of Assessments; Remedies of the Association. If an Assessment is not paid on the date when due then the Assessment 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 then owner, his heirs, devisees, personal representatives and assigns. If the Assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed One Hundred Dollars (\$100.00) shall be added thereto and from that date interest at the rate of eighteen percent (18%) per annum shall be added to the delinquent balance and penalty and the Association 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, interest and 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 fees. If the Association has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said Assessment immediately due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot. The Association may also suspend a Member's voting rights if payments of assessments are delinquent for a period greater than six (6) months.
- g. Subordination of the Lien to Mortgages. To the extent specified herein, the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than twelve (12) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.
- h. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and Assessments applicable thereto at least thirty (30) days in advance of such Assessment due date. Such Assessment roster shall be kept in the office of the Association. Written notice of the Assessment shall thereupon be sent to every owner subject thereto.
- i. Certificates. The Association shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Association that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be. Said certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

- j. **Annual Budget.** By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed on the Association by the Declaration and all Supplemental Declarations will be met. SUANT TO I.C. 36-2-7-10.
- k. **Exempt Property.** The following property, subject to this Declaration, shall be exempted from the Assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (ii) all Common Areas of the development; (iii) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (iv) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer; and (v) all other lots granted any temporary exemption or otherwise by the developer, as evidenced in writing between said owner and Developer.

49. **Enforcement.** The Association, the Developer, any Owner, and/or the Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, easements, and reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplemental Declarations, but neither Declarant nor the Association shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

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.

N. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

50. Limitations on Rights of the Corporation. Prior to the Applicable Date, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Association or identify themselves as acting in the name, or on the behalf, of the Association.

51. Approvals by Declarant. Notwithstanding any other provisions hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant: the addition of real estate to the Tract; dedication or transfer of the Common Areas; mergers and consolidations of Sections or Parcels within the Tract or of the Tract with other real estate; mortgaging of the Community Area; amendment of this Declaration or any Supplemental Declaration; changes in the basis for assessment or the amount, use and time of payment of the Community Area Initial Assessment; and the adoption or modification of building guidelines.

52. Amendments to Declaration. Prior to the conveyance of the first Lot to an Owner, the Developer may unilaterally amend this Declaration. After such conveyance, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination, or to otherwise comply with any other governmental order or request; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and the Dwellings; (c) required by an institutional or governmental agency or lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or the Department of Housing and Urban Development, to enable such lender or purchaser to acquire or purchase mortgage loans on the Lots and the Dwelling Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (e) to annex additional real estate to the Real Estate as provided herein; (f) to correct clerical or typographical errors in this Declaration or any exhibit hereto, or any supplement or amendment thereto; provided, however, any amendment permitted under subsections (a) through (f) of this Section 52 shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Additionally, during the Development Period, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of the Owner.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting Members representing at least seventy-five percent (75%) of the Members entitled to vote thereon. Any amendment to be effective must be recorded in the public records of the County in which this Declaration was recorded.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of the Developer or the assignee of such right or privilege.

53. **Right of Entry.** UNOFFICIAL PROPERTY OF ICHIAION COUNTY IN FOR LICENSEE ONLY, NOT FOR RESALE PURSUANT TO IC 32-1-7-10. The Association, and during the Development Period the Developer, shall have the right, but not the obligation, to enter onto any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant directly affected thereby. This right of entry shall include the right of the Association to enter a Lot and Dwelling Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

54. **Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration would be unlawful, void, or voidable for violation of the common law rule against perpetuities, then such provisions shall continue on for the maximum amount of time as allowed by Indiana Code 32-1-4.5-1, et seq. as amended from time to time.

55. **Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote representing at least two-thirds (2/3) of the Members entitled to vote thereon. However, this Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) actions brought for collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

56. **Rights of Third Parties.** This Declaration shall be recorded for the benefit of the Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community, except as provided for herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of the Developer and the Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

57. **Interpretation.** The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

58. **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 Lot Owners has been recorded agreeing to change said covenants in whole or in part.

59. **Severability.** Every one of the Covenants is hereby declared to be independent of, and severable from, the rest of the Covenants and of and from every other one of the Covenants, and of ~~and from every combination of the Covenants.~~ Therefore, if any of the Covenants shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Covenants.

60. **Non-Liability of Declarant.** Declarant shall not have any liability to an Owner, Occupant or any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a dwelling is constructed and of the builder of such dwelling and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

61. **Transfer of Control of Owner's Association and Quitclaim Deed of Common Areas.** Declarant shall transfer control of the Association to the Lot Owners and give a Quitclaim Deed conveying the Common Areas to the Association free and clear of encumbrances no later than the Applicable Date.

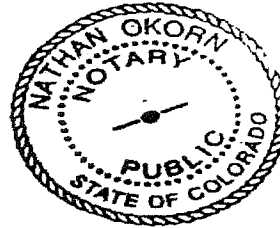
62. **Exclusive Builders and Building Guidelines.** Declarant reserves the absolute right prior to the Applicable Date to restrict construction of Living Units in the subdivision to builders and to certain Building Guidelines that have been approved by Declarant, such approval to be granted or withheld in the absolute discretion of Declarant. Notwithstanding the purchase of a Lot by an Owner, such Owner may not cause or authorize any Person to construct a Living Unit or building on the Lot other than those builders and plans that have been approved in writing by Declarant.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hand and seal this 17 day of December, 2012.

KBW Development, LLC

By: [Signature]

David Kincheloe, Managing Member



STATE OF Colorado)
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared **David Kincheloe** as Managing Member of KBW Development, LLC, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions, Easements, and Restrictions of Hickory Estates, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and seal this 17th day of December, 2012.

My Commission Expires: 12/28/2014

Notary Public – Signature: [Signature]

Resident of Brighton, Adams County Notary Public - Printed Name Nathan Okorn

This instrument was prepared by and please return after recordation to:
Eric W. Prime, VAN VALER LAW FIRM, LLP, 299 West Main Street, Greenwood, IN 46142

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-

Cross-Reference:

Hickory Estates, Final Plat, Instrument No. 2006-017016
Hickory Estates, Declaration of Covenants, Instrument No. 2013-000322

AMENDED AND RESTATED

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

for

HICKORY ESTATES

COMES NOW the Hickory Estates Homeowners Association, Inc., by its Board of Directors, on this 21st day of December 2020, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Johnson County, Indiana commonly known as Hickory Estates was established upon the recording of certain documents with the Office of the Recorder for Johnson County, Indiana, and

WHEREAS, the Final Plat for Hickory Estates, was recorded with the Office of the Johnson County Recorder on June 30, 2006, as Instrument No. 2006-017016; and

WHEREAS, the foregoing Plat contains covenants and restrictions which run with the land (hereafter "Plat Covenants"); and

WHEREAS, in addition to the covenants stated thereon, the foregoing Plats also identified additional documents that contain covenants which run with the platted land, namely the "Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates" (hereinafter "Declaration"), recorded in the office of the Johnson County Recorder on January 3, 2013, as Instrument No. 2013-000322; and any amendments thereto, which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hickory Estates development, each owner will become a mandatory member of Hickory Estates Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to the Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on June 16, 2017; and
IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

WHEREAS, Section 52, of the Declaration states: "*[t]his Declaration may be amended only by the affirmative vote or written consent, or a combination thereof, of voting Members representing at least seventy-five (75%) of the Members entitled to vote thereon. Any amendment to be effective must be recorded in the public records of the County in which this Declaration was recorded.*"; and

WHEREAS, there are Forty-Three (43) Lot Owners in Hickory Estates, which means the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates ("Amended Declaration") needs Thirty-Three (33) votes to pass; and

WHEREAS, at least thirty-three (33) Lot Owners cast ballots or provided written confirmation voting on this Amended Declaration, and the Amended Declaration received Thirty-Three (33) votes approving the Amended Declaration; hence, the Amended Declaration passed by the vote required by the Declaration; and

WHEREAS, all of the valid ballots and written confirmations for this Amended Declaration are attached to this Amended Declaration as "Exhibit A"; and

NOW, THEREFORE, the undersigned Association and its Member Owners, with the approval of at least seventy-five percent (75%) of the Owners in Hickory Estates, hereby amend and restate the Declaration, and all supplements and amendments thereto, such that all property located within the Hickory Estates Development is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved, and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said Dwellings and Lots situated therein. Upon the recording of this Amended Declaration with the Johnson County Recorder's Office, any previous Declarations and any amendments thereto shall no longer be in effect and shall be replaced by the following. Now, therefore, the Declaration which is applicable to all Owners and residents within Hickory Estates is hereby amended and restated.

[End of Recitals]

AMENDED AND RESTATED

IMAGE/COPY DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS 3-2-7-10.

for

HICKORY ESTATES

The following Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates involves covenants originally located in the Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates, recorded in the Office of the Johnson County Recorder on January 3, 2013, as Instrument #2013-000322, as may have been amended from time to time.

ARTICLE I

Definitions

Section 1.1. 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) "Accessory Dwelling" means a Living Unit which is attached to or located on the same Lot as a Principal Dwelling, has an independent means of access and is owned by the Owner of the Principal Dwelling.
- (b) "Applicable Date" means the earlier of (i) the date on which all Lots in the Development Area has been improved by the construction thereon of Dwellings or (ii) the 1st day of August 2017.
- (c) "Act" shall mean and refer to the Indiana Not-for-Profit Corporation Act of 1991, as amended.
- (d) "Architectural Control Committee" or "ACC" or "Committee" shall mean and refer to that committee or entity established pursuant to Article VI, of this Declaration for the purposes herein stated.
- (e) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.
- (f) "Assessment" means a sum lawfully assessed against the Members or Owners, or as declared by the Declaration, any Supplemental Declaration, the Articles or the Bylaws of the Association.

(g) **"Association"**, or Corporation, shall mean and refer to **HICKORY ESTATES HOMEOWNERS ASSOCIATION, INC.**, an Indiana nonprofit corporation.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

(h) **"Board"** or **"Board of Directors"** shall mean and refer to the governing body of the Association. The governing body shall be elected, selected, or appointed as provided for in the Articles, Bylaws and the Declaration.

(i) **"Bylaws"** shall mean and refer to the Code of Bylaws adopted by the Association, as the same may be amended from time to time.

(j) **"Committee"** means the Architectural Control Committee composed of Members of the Association that are appointed by the Board of Directors.

(k) **"Common Area"** shall mean those areas on the Plat or Plats marked as such or those areas other than Lots. The Common Areas are hereby created and reserved:

1. Solely for the common visual and aesthetic enjoyment of the Owners;
2. For the use as roads and alleys, retention and detention ponds or ponds, entryways and nature areas, if any; and
3. For the use of the Association for the management and control of retention and detention ponds and ponds, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

(l) **"Declarant"** means KBW Development, LLC, their successor and assigns to their interest in the Tract other than Owners purchasing Lots by deed from Declarant (unless the conveyance indicated that the grantee assumes the rights and obligations of Declarant).

(m) **"Declaration"** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates, and any amendments or supplements thereto recorded thereafter, in the Office of the Recorder of Johnson County, Indiana;

(n) **"Developer"** means KBW Development, LLC or their successors and assigns.

(o) **"Development"** means the residential development known as Hickory Estates, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.

(p) **"Development Area"** means the land described in Exhibit "A" together with any additional land added to the Tract pursuant to Paragraph 3 of this Declaration.

(q) **"Development Period"** means the period of time during which the Developer owns any one (1) Lot within the Development.

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(r) **"Dwelling"** means a room or a combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.

(s) **"Easements"** means certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance and Blanket Easements", and "Landscaping Easements", which are referenced on the Plat or in this Declaration

(t) **"Gate"** means a gated entrance controlled by an electronic mechanism regulating passage into Hickory Estates.

(u) **"Lawns"** means a grassy area of a Lot or Common Area owned by the Association or an Owner.

(v) **"Living Unit"** means a single-family dwelling.

(w) **"Lot"** means any numbered parcel of real estate shown and identified as a Lot on the Plat.

(x) **"Maintain"** means maintain, repair, and replace as necessary and appropriate.

(y) **"Member"** means a member of the Association and "Members" means all Members of the Association.

(z) **"Occupant"** means a Person who is in possession of a Dwelling either as an Owner or as a tenant pursuant to a lease or other occupancy agreement.

(aa) **"Owner"** means 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 a security for the performance of an obligation.

(bb) **"Parcel"** means each platted subdivision or part thereof, or parcel of land consisting of one or more Lots within the Development Area that are subject to the same Supplemental Declaration or are declared by Declarant to constitute a "Parcel". One or more Lots may be included in more than one Parcel.

(cc) **"Person"** means an individual, firm, corporation, partnership, association, trust, or other legal entity, or combination thereof.

(dd) **"Plat"** or **"Plats"** shall mean the subdivision plat or plats for Hickory Estates, the first section of which was recorded on the 30th day of June 2006, as Instrument #2006-017016 in Plat Book D, Page 649 A & B in the Office of the Recorder of Johnson County, Indiana.

(ee) **"Pond"** means a body of water located in the Development Area and depicted on the general plan of development and **"Ponds"** means all such bodies of water.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
(ff) **"Principal Dwelling"** means a Living Unit designed as the principal structure on the Lot.

(gg) **"Section"** means that portion of the Development Area that is depicted in the Plat.

(hh) **"Site Furniture and Facilities"** means any gating, furniture, trash containers, sculpture or other furniture, fixtures, equipment or facilities constructed, installed or placed in the Development Area by Declarant or the Association and intended for the common use or benefit of some, if not all, of the Owners or Occupants.

(ii) **"Sprinkler System"** means a permanent timer-controlled below ground lawn and landscape sprinkler system designed by the Developer and installed by a contractor approved by the Committee.

(jj) **"Streets and Alleys"** means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the Plat or Plats of Hickory Estates, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access to Owners, Occupants and their guests and invitees, to any or all Lots.

(kk) **"Supplemental Declaration"** means any supplemental declaration of covenants, conditions, or restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Section or Parcel and contains such complementary or supplementary provisions for such Section or Parcel as are required or permitted by this Declaration.

(ll) **"Tract"** means the land described in "Exhibit A" and such other real estate as may from time to time be annexed in accordance with this Declaration.

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

ARTICLE II

Declaration, Common Property and Rights of Tenants Therein: Easements

Section 2.1. In General. The Tract shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. The Owner of any Lot or Parcel is subject to this Declaration, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or Parcel, (ii) by the act of occupancy of any Lot or Parcel, and shall accept such deed

or execute such contract subject to each covenant, restriction, and agreement contained in this Declaration. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Association, with respect to this Declaration, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with the Association and the Owners and subsequent Owners of each of the Lots and Parcels affected by this Declaration to keep, observe, comply with and perform such Declaration.

Section 2.2. Rights of Third Parties. The Declaration shall be recorded for the benefit of the Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community, except as provided for herein, or in the operation of continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of the Developer and the Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining Owner or third party.

Section 2.3. Additions to the Tract. Declarant shall have the right to bring within the scheme of this Declaration and add to the Tract real estate that is a Part of the Development Area or that is contiguous to the Development Area. In determining contiguity, public rights of way shall not be considered. The additions authorized under this Paragraph shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate and the filing with the Association any revisions to the general plan of development necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the general plan of development shall not bind Declarant to make the proposed additions. For purposes of this Paragraph, a Plat depicting a portion of the Development Area shall be deemed a Supplemental Declaration.

Section 2.4. Easement to Owner. Every Owner in good standing, and his family and guests will have a non-exclusive right to use and enjoy the Common Areas. This right runs with the land and will pass with the title to every Lot, subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board according to the Bylaws.

Section 2.5. Association's Easement for Maintenance, Repairs and Access. The Association shall have a non-exclusive easement for the maintenance of the Common Areas as set forth in this Declaration. Said easement shall permit the Association or its employees, agents or designees to enter any Lot to maintain the Common Areas, to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the Tract. Said easement shall also permit the Association or its employees, agents or designees to enter any Lot for the purpose of reconstruction and restoration of the Common Areas in the event of casualty. In any case, the Association will try as is reasonably practical to notify Owners prior to entry onto any Lot.

Section 2.6. Encroachment Easements. If any portion of the Common Areas encroaches on any Living Unit or any Living Unit encroaches upon the Common Areas or another Living Unit as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement shall be deemed to exist and run to the Association or to

the Owner of the encroaching Living Unit or improvement for the encroachment and for the maintenance thereof so long as the encroachment exists.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
Section 2.7. Blanket Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the Lawns, drainageways, sub-surface drains of the drive, and Sprinkler Systems, with this blanket temporary easement being supplementary to the easements depicted on the Plat of Hickory Estates.

Section 2.8. Easement Area of Ponds. The easement areas for ponds, as shown on the Plat shall only be utilized for maintenance of the ponds and the pond area through the Association and shall not be utilized by Owners, other than the Owner of that respective Lot.

ARTICLE III

Association: Membership: Voting: Functions

Section 3.1. Membership in Association. Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member until such Owner ceases to be an Owner, at which time membership will be transferred. However, any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and Member of the Association.

Section 3.2. Voting Rights. Unless otherwise suspended, each Lot is entitled to cast one (1) vote on each issue properly brought before the membership. If a Lot is owned by more than one person, the Owners will decide among themselves which co-owner of the Lot will cast the vote(s) for that Lot. In the event the Lot is owned by a corporation or other entity, that entity may appoint a representative to cast the vote(s) for the Lot.

Section 3.3. Functions. The Association has been formed for the purpose of providing for the maintenance of the Roads, Alleys, Detention Ponds, Commons Areas, Common Amenities, Lawns, Public Sidewalks, Driveways (snow removal only), Gated entrances to Hickory Estates, and other improvements located or to be located in Hickory Estates. The Association will also enforce the covenants and restrictions contained in this Declaration, as well as any properly adopted rules and regulations. In addition, the Association will collect the Assessments and other charges described in this Declaration for the operation of the Association and will pay the Common Expenses.

Section 3.4. Suspension of Membership Rights. No member shown on the books or management accounts of the Association to be more than six (6) months delinquent in any payment due to the Association will be eligible to vote, either in person or by proxy.

For purposes of this provision, the six (6) month period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors, whichever is later in time. If the amount due to the Association is for an obligation other than Assessments, such as reimbursement for a covenant violation or court judgment, then the six (6) month period will start on the date the amount became due.

The term "payment" means the payment of all amounts due to the Association, including any Assessments, collection fees, interest, late fees, administrative or management company fees, attorney fees, court costs, or other sums that are owed to the Association. As a result, if any Owner is paying the Association on a payment plan or agreement, and that payment arrangement does not pay the entire amount due to the Association within six (6) months of becoming due, then that Owner's voting rights will stay suspended until the entire amount due to the Association is paid in full.

The Board of Directors is free to adopt additional rules regarding the suspension of voting rights as they deem necessary or appropriate for the failure of an Owner to pay any sums owed to the Association. Any Owner whose privileges are suspended may not vote on any Association matter, nor act as a proxy for another member, nor be elected to or serve on the Board of Directors.

ARTICLE IV

Real Estate Taxes; Utilities

Section 4.1. Real Estate Taxes. Real Estate taxes on each Living Unit shall be paid by the Owner thereof. Any real estate taxes or other Assessment against the Common Areas shall be paid by the Association and treated as a Common Expense and included in the Assessments against each Lot.

Section 4.2. Utilities. Utilities which are not separately metered to an Owner's Living Unit shall be treated as and paid as part of the Common Expenses, unless otherwise determined by the Association, and included in the Assessments against each Lot.

ARTICLE V

Maintenance, Repairs, and Replacements

Section 5.1. By Owners. 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 or Common Areas shall be used or maintained as a dumping ground for rubbish, trash, 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.

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 reasonably necessary to accomplish the purposes of this subsection.

Section 5.2. Common Services. In addition to maintenance of the Common Areas, the Association, as part of its duties, and as part of the Common Expenses, shall provide for:

- (a) Mowing of all Lots, including unimproved Lots, by the Association or their designated representative at least twice a month during the months of April through

October. No liability is assumed by the Association for damage caused by lawn mowing to private dwellings and driveways.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

(b) Snow shall be removed by the Association from the path of each Owner's front door, down the front walk, and to the mailbox. The Association will also remove snow from the private roads and alleyways. Developer and Association shall have discretion to exempt certain areas from snow removal, including the area around the pond and any areas which have not yet been sold or developed. Snow removal is defined as whenever there is a snowfall greater than two (2) inches within a 24-hour period or if deemed necessary by the Association. Snow will be removed from the driveways within two (2) or three (3) feet of the dwellings garage door only if the drive is clear of all obstructions and vehicles. No liability is assumed by the Association for damage caused by snow removal to private dwellings and driveways.

ARTICLE VI

Architectural Review Committee

Section 6.1. The Architectural Control Committee. As a standing committee of the Association, there shall be, and hereby is established an Architectural Control Committee ("Committee") consisting of three (3) or more members selected by the Board of Directors serving two-year terms. Each member of the Committee shall be an Owner. The Committee will have a Chairman chosen by the members of the Committee and will serve as a liaison between the Committee and the Board. The Committee will provide the Board with a regular report of its actions and recommendations for the Board to review and approve. The Committee cannot take any action without prior Board approval.

Each member of this Committee shall hold office throughout the term of his appointment and until his successor is appointed and qualified. Members of the Committee may be removed with or without cause by the Board at any time by written or electronic notice to the member being removed. Any vacancy or vacancies occurring in the Committee shall be filled by a vote of a majority of the Board of Directors. The Board of Directors and the Committee shall have the power to make additional guidelines, procedures, rules and regulations regarding the application and review of requests for improvements to the design and development of Owners' Lots.

Section 6.2. Purposes. The Architectural Control Committee will review architectural submissions and will make recommendations to the Board regarding requests for construction, modification, additions, alterations or improvements being made on or to any Lot, Living Unit, or the adjoining open spaces. The ACC will act to preserve the natural setting and beauty of Hickory Estates, to establish and preserve a harmonious and aesthetically pleasing design for Hickory Estates, and to protect and promote the value of the properties within Hickory Estates. To this end, the Common Areas and each Lot will be subject to the restrictions in this Declaration and any rules, regulations or architectural guidelines adopted by the Association or the ACC.

Section 6.3. Conditions. No Principal Dwelling, Accessory Dwelling, building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development or on any Lot

until the location plan (showing landscaping and Sprinkler System location), building plans, and specifications have been first submitted to, and approved by, the ACC as to harmony with exterior design, quality, and aesthetic appearance, of structures already existing, and as to conformity with Building Guidelines, minimum square footage requirements, brick, basement and garage requirements, grading plans, first floor excavations, destruction of trees and other vegetation, Landscaping and Sprinkler Systems and any other such matter as may affect the environment or ecology of the Development.

Section 6.4. Procedures. The Committee will make recommendations to the Board for approval or denial of submitted architectural requests within thirty (30) days after the Committee has received all required information for the request. All notifications of approval or denial to applicants will be in writing. In the event the notification is one of denial, it must specify the reason(s) for the denial. Email submissions and notifications may be mutually agreed upon by an Owner and the Committee, but only if all email communications are sent as "return receipt requested" or verify mailing and receipt of the email transmission. If the Committee fails to make a written ruling on any application within thirty (30) days of submission, it will be considered an automatic denial of the submission.

Under no circumstance does any member or individual of the Board or Committee have the authority to verbally grant or approve any architectural request or issue a written approval without the proper approval of the respective Board or Committee. Owners are placed on notice that any verbal or unauthorized approval for any architectural improvement project is considered invalid and will not serve as an estoppel or defense against the Board's or Committee's request for written application for the project or the subsequent denial of the project by the Board or Committee.

Section 6.5. Compensation and Non-Liability of ACC. Members of the Architectural Control Committee do not receive compensation for their service on the Committee, and they are not liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of their service on the Committee.

Neither the Association, Architectural Control Committee, Board, nor the officers, directors, members, employees, or agents of any of them, will be liable for damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of the approval or denial of any architectural submission. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving any submitted plans and specifications, neither the ACC or Board, nor the Association, assumes liability or responsibility for the plans and specifications or for any defect in any structure constructed from such plans and specifications.

ARTICLE VII Assessments

Section 7.1. Fiscal Year. The fiscal year of the Association begins at the beginning of the first day of January in each calendar year and ends at the close of the last day of December of the same calendar year.

Section 7.2. Liability for Assessment. Each Owner of a Lot subject to the Declaration, by simply accepting the deed for the Lot, automatically agrees to pay to the Association: (1) annual Assessments or charges, for maintenance, insurance, taxes, and other costs and expenses incurred by the Association; and (2) special Assessments for capital improvements, unforeseen or extraordinary expenses, and operating deficits.

Annual Assessments, special Assessments, and architectural control Assessments, if approved, are mandatory and will be paid by the Lot Owners on an equal, or pro-rata, basis, unless the Declaration states otherwise.

The annual Assessments, special Assessments, and architectural control Assessments, together with interest, late fees, costs and reasonable attorney's fees, will be a charge on the Lot, and will be a continuing lien upon the property. In addition, each Assessment, together with interest, late fees, costs and reasonable attorney's fees, is also the personal obligation of the person who was the deeded Owner of the Lot at the time the Assessment(s) became due. If more than one person owned the property when the Assessment became due, then the co-owners are jointly and severally liable for the unpaid Assessments. The personal obligation for delinquent Assessments does not pass to his successors in title unless the debt is expressly assumed by them. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot or by waiving the Common Expenses or Common Services.

Section 7.3. Purpose of Assessments. The Assessments levied by the Association are used to promote the health, safety, and welfare of the residents in the Association; to ensure compliance and enforcement of the covenants, restrictions, rules and regulations contained in the Declaration, Articles or Bylaws; and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, Streets, Alleys, Sprinkler Systems, and mowing of the Lawns and grass situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance and additions thereto, and for the costs of labor, equipment, materials, management, and supervision thereof.

Section 7.4. Annual Assessment. The Board of Directors will establish an annual budget prior to the beginning of each fiscal year. The budget will set the amount of the annual Assessment sufficient to cover all of the anticipated common expenses for the coming fiscal year, together with a reasonable allowance for contingencies for the periodic repair and replacement of the Common Areas and other obligations imposed on the Association as designated in this Declaration. A copy of this budget will be delivered or provided to each Owner before the annual meeting, and the budget must be approved at the duly called and constituted annual meeting by a majority of the Owners in attendance at the meeting in person, by proxy, or by any other means allowed under state law or the Association's governing documents. If there is no quorum at the annual meeting, then the Board may adopt a budget for the next fiscal year that does not exceed one hundred ten percent (110%) of the last approved Association annual budget.

Section 7.5. Increases in Annual Assessment. The Board of Directors may increase the annual Assessment, but only if the increase is approved by a two-thirds (2/3) vote of the eligible Members voting in person, by proxy or ballot at a meeting called for the purpose of voting on the increase and where quorum is present.

Section 7.6. Special Assessment. In addition to the regular Assessments, the Association may find it necessary to levy a special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that the Association is responsible for maintaining; or to cover any operating deficits that may occur if the regular Assessments levied for the fiscal year are insufficient to pay for all of the common expenses of the Association.

A special Assessment must be approved by a two-thirds (2/3) vote of the eligible Members voting in person, by proxy or ballot at a meeting called for the purpose of voting on the increase and where a quorum is present. Any approved special Assessment will be due and payable on the date(s) set by the Board of Directors. Written notice will be sent to all Members at least thirty (30) days prior to the meeting. The meeting notice will set forth the purpose of such meeting.

Section 7.7. Date of Commencement; Due Dates. An Owner becomes liable for Assessments beginning on the date the Owner takes title to his Lot. Each Assessment(s) becomes due and payable beginning on the due date as set by the Board. The Association may approve annual Assessments to be paid on a monthly, quarterly or semi-annual basis.

Section 7.8. Failure of Owner to Pay Assessments. If an Assessment is not paid within thirty (30) days after the Assessment becomes due, the Assessment may bear simple interest from the date of delinquency at the annual rate of eighteen percent (18%) or the current statutory maximum annual interest rate, whichever is less. In lieu of interest, the Association may impose reasonable late fees on all delinquencies. The Board will determine the amount of the late fee, the time period before the late fee is imposed, the rate of the late fee (i.e. annually, monthly, quarterly, etc.) and to make any other provisions for late fees or interest charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting Assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, including fees charged to the Association by the Association's management company as part of a contractual agreement for the handling of collection matters for the Association, the Owner must reimburse the Association these fees.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner must reimburse to the Association any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the Assessments or charges, or it may foreclose the lien against the property, or both, and there will be added to the amount of the Owner's account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest or late fees on any Assessment as above provided, administrative or management company charges for the handling of the collection account, and reasonable attorneys' fees, together with the court costs of the action.

In addition, an Owner who becomes more than six (6) months delinquent on any Assessment or other payment due to the Association will not be eligible to: a) vote on any Association matter, either in person or by proxy; b) act as a proxy for another Owner; c) be elected or serve on the Association's Board of Directors; or d) use any of the Common Area facilities, if any. Once a delinquent Owner is no longer delinquent, his/her voting privileges and use of Common Properties will be immediately reinstated.

Section 7.9. Subordination of Assessment Lien to Mortgage Holder. Notwithstanding anything contained in this Declaration, the Bylaws, or the Articles, any sale or transfer of a Lot to a mortgagee as the result of a foreclosure on its mortgage or conveyance in lieu of foreclosure, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, will extinguish the lien of any unpaid Assessments which became due prior to the sale, transfer or conveyance; provided, however, that the extinguishment of the lien does not relieve the prior owner from the personal liability for any unpaid Assessments. No sale, transfer or conveyance will relieve the Lot or the purchaser of the Lot at a foreclosure sale, or the grantee in the event of conveyance in lieu of foreclosure, from liability for any Assessments that become due after the sale, transfer or conveyance. The unpaid share of any Assessments, the lien for which has been extinguished by this Section, will be treated as a common expense collectible from all Owners.

Section 7.10. Exempt Property. The following property, subject to this Declaration, shall be exempted from the Assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority or devoted to the public use;
- (b) All Common Areas of the Development;
- (c) All properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption;
- (d) All properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any Lots which may have been reacquired by the Developer; and
- (e) All other Lots granted any temporary exemption or otherwise by the Developer, as evidenced in writing between said Owner and Developer.

ARTICLE VIII

Mortgages

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
Section 8.1. Notice to Association. Any Owner who places a first mortgage lien upon his Living Unit, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise, shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to which such Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and the Mortgagee shall not be entitled by virtue of this Declaration, or the Bylaws, to a proxy granted to such Mortgagee in connection with the mortgage, any notice to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such corporate record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to which such Mortgagee may otherwise be entitled shall be required.

Section 8.2. Notice of Certain Actions or Conditions. The Association shall, upon request of a Mortgagee (or insurer or guarantor) who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee (or insurer or guarantor) with written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Development or any Living Unit on which there is a first mortgage;
- (b) any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association which affects any Lot on which there is a first mortgage; and
- (d) any proposed action which would require the consent or approval of Mortgagees.

Section 8.3. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed Mortgagee or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments and other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of a Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid Assessments or charges in excess of the amounts set forth in such statement.

ARTICLE IX

Insurance

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Section 9.1. Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insuring all Common Areas in an amount consistent with the full replacement value of the improvements which, in whole or in part, comprise Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage for such improvements. The Board of Directors shall be responsible for reviewing at least annually the amount and type of insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense to all Owners.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that Members of the Board of Directors have not posted surety bonds for the faithful performance of their duties or if such bonds do not equal or exceed the funds which will come into their hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners of the Association. The proceeds shall be used or disbursed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof given the insurer an election to restore damages in the event the Association does not elect to restore.

Section 9.2. Public Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time; provided that such coverage shall be for at least one million dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Association, the Board of Directors, any committee of the Association or Board, and Managing Agent (if any) appointed or employed by the Association, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance

policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be canceled or substantially modified without at least ten (10) days written notice to the Association.

Section 9.3. Other Insurance. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

Section 9.4. General Provisions. The premiums for all insurance herein above described shall be paid by the Association as part of the Common Expenses. When any such policy of insurance herein above described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall promptly be furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 9.5. Insurance by Owners. Each Owner shall be solely responsible for insurance on their Dwelling Unit and Lot and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Dwelling Unit, his Lot, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and/or his personal liability.

ARTICLE X

Casualty and Restoration; Condemnation; Termination

Section 10.1. Casualty and Restoration of Common Properties. In the event of damage to or destruction of any of the Common Properties due to fire or any other casualty or disaster, the proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction at the discretion of the Association.

If the insurance proceeds, if any, received by the Association as a result of any such fire and any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing any Common Property so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of Assessment as

provided herein. For the purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Properties so damaged or destroyed to as near as possible, the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

Immediately after a fire or other casualty or disaster causing damage to any "Common" property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Dwelling Unit which may be created as a result of such reconstruction or repair of any Common Properties shall not constitute a claim or basis of a proceeding or action for the Owner upon whose Dwelling Unit such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Common Properties were originally constructed.

ARTICLE XI

Restrictions, Covenants and Regulations

Section 11.1. Restrictions on Use. The following covenants and restrictions on use and enjoyment of the Living Units and Common Areas shall be in addition to any other covenants or restrictions contained herein or in any Plat of any part of the Tract heretofore or hereafter recorded, and all such covenants and restrictions are for, the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit and protection of the present and future Owners and be enforceable by an Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) **Land Use.** Lots shall be used only for single family residential purposes subject to the applicable zoning ordinances. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession and no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. 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 sanitary sewer easements, drainage easements, and utility easements. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Principal Dwellings in a section than the number or original Lots shown on a Plat of such section. Not more than one (1) Principal Dwelling may be located on a Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.
- (b) **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 only one Principal Dwelling residential structure and said Principal Dwelling structure is confined to only one Lot. No Principal Dwelling residential structure shall be built across two Lot lines. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote on each Lot owned).

(c) **Subdividing Not Permitted.** No parcel of land shall be re-divided into a smaller parcel.

(d) **Living Unit Requirements.**

1. **General and Principal Dwelling Requirements Applicable to all Single-Family Dwelling Lots.** No Principal Dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family residence not to exceed three stories in height. Living Units on all Lots shall have 80% of the exterior constructed from brick and stone of a color and quality acceptable to the Architectural Control Committee. Each Principal Dwelling shall include, as a minimum, either an attached or detached two-car garage. The entrance to any garage on Lots 1, 2, 9, 10, 11, 12, 13, 14, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 shall be a rear-loaded style garage with access from an alley where the alley provides access to the rear of a Lot. The remaining Lots shall have side or front load garages, unless otherwise approved by the Architectural Control Committee. The ground floor area of the main structure of any one or two-story dwelling, excluding garages, porches, and the basements shall be not less than One Thousand Seven Hundred (1,700) square feet. Each Principal Dwelling shall have a basement equal to or less than the square footage of the main floor unless approved by the Architectural Control Committee and a waiver is obtained from the town of Bartersville. In the event there is no basement, the home must be built on a crawl space and have a minimum of 2,200 square feet of living space on the main floor.
2. **Approval of Building Plans.** All building designs and construction plans are subject to approval by the Committee.
3. **Owner Occupancy Requirement.** Except as provided in this covenant, and to maintain the congenial and residential character of Hickory Estates, and for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Hickory Estates community, each home in Hickory Estates must be "Owner-Occupied", which means the titled Owner of the home (i.e. the name on the deed) must live in the home.

IMAGE/COPY PROPER...
The term "Owner-Occupied" does not include the representatives, employees, agents or guests of a corporation, partnership, or other entity. In addition, titled Owner(s) or their agent or representative, cannot rent, lease, sell on contract, lease to own, or enter into any other form of agreement that would allow a non-owner to use a home in Hickory Estates subdivision as their primary residence without the Owner also being present in the home.

If a current Owner in Hickory Estates is renting or leasing his home or selling his home on contract on the date this Owner-Occupancy restriction goes into effect, then that Owner may continue to rent, lease, or sell his home so long as he continues to own the home. However, once the current Owner transfers title to another Owner, or stops renting or leasing the home, or selling the home on contract, then the home must be Owner-Occupied as provided in Section 12.1(d)(4). Any current Owner renting or leasing his home must rent or lease the whole home (no room or partial home rentals or leases) to a single family for a period of at least six (6) months and no more than one (1) year without automatic renewal, must provide a copy of the Covenants to the tenant and inform the tenant that failure to comply with the covenants and restrictions in the Covenants is a default under the rental or lease agreement and must provide the Association with a copy of the rental or lease agreement (amounts redacted) within thirty (30) days of signing the rental or lease agreement. Short-term rentals of thirty (30) days or less, and group, room or partial home leases or rentals are strictly prohibited at any time.

The Board may approve a hardship exception to this restriction if requested in writing by the titled Owner. A request for a hardship exception must state the reason(s) for the hardship exception request, such as, but not limited to, temporary or permanent job transfer or relocation, military deployment, etc. The Board may request further information regarding a request and may ask the Owner to modify the terms of his request before making a final decision on whether to grant or deny the request. Once an Owner has submitted a request for a hardship exception to the Board, the Board has thirty (30) days from the date of receiving the request to make a ruling on the request. If the Board does not rule on the request within that time-period, then the request is automatically denied. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board; however, a hardship exception for investment purposes, short-term rentals of thirty (30) days or less, and group, room or partial home leases or rentals is strictly prohibited and will not be approved.

However, this restriction is not intended to prevent residents whose primary residence is in Hickory Estates, but who are not the titled Owner of their home as the result of estate planning, such as placing their home in a trust or in a relative's name, reserving a life estate, or Medicaid planning, from living in Hickory Estates. In this situation, the residents and Owner will be considered in compliance with this covenant so long as the residents living in the home are related to the Owner, do not pay rent or other form of compensation to the Owner in return for living in

the home, and the residents and Owner also follows all remaining restrictions in this provision.

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For any Owner who is not renting or leasing his home or selling his home on contract on the date this Owner-Occupancy restriction goes into effect, but thereafter enters into a lease agreement, rental agreement, or other form of agreement that violates this covenant or would allow a non-owner to reside in a home in the Hickory Estates subdivision without the Owner being present, those agreements will be voidable in the sole discretion of the Association's Board of Directors.

This Owner-Occupancy restriction takes effect on the date this covenant amendment is recorded with the Johnson County Recorder's Office. This provision does not apply to institutional mortgagees of any home in Hickory Estates which comes into possession of the home due to foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner, or his tenant, lessee, or non-owner occupant, found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting or leasing his home.

- (e) **Construction and Repair Time.** A dwelling on each Lot shall be commenced, under a properly issued building permit, within one (1) year from the date of the deed from the Developer to the purchaser of any respective Lot unless prior written approval from the Developer is obtained. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.
- (f) **Driveways.** Residential driveways shall be constructed of cement concrete and/or paver brick. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. Paver brick design, material and color shall be approved by the Architectural Control Committee. The driveway shall be completed not later than the completion of the construction of the dwelling.
- (g) **Sidewalks.** 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. Developer, in its sole discretion, may grant an Owner who does not commence construction on the purchased lot, a temporary variance excepting said Owner from construction of said sidewalk upon Owner's Lot. All sidewalks must be constructed in accordance with the Committee's specifications. Lot

Owners shall keep private sidewalks on their respective Lots free of snow and cleared of debris.

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- (h) **Basement and Foundation Drains.** No basement, eave troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street or another Lot.
- (i) **Improvements in Pond or Pond Area.** There shall be no fences, piers, decks, docks or other structures or improvements made within the pond or pond area.
- (j) **Building Lines.** Front and rear building lines are established as shown on the Plat between which lines and the property lines or the street no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the Town of Bargersville as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.
- (k) **Sight Distance at Intersections.** No fence, wall, hedge or shrub plantings which obstructs sight lines at elevations between two (2) feet and six (6) 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 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.
- (l) **Impacting Association Insurance.** No Owner shall permit anything to be done or kept in his Living Unit or on any Parcel or on any of the Common Areas which will result in a cancellation of insurance on any Living Unit or any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- (m) **Nuisance.** 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.
- (n) **Utility Building and/or Barn.** There shall be no storage or utility buildings, barns, or other outbuildings on any Lot within the subdivision.
- (o) **Gazebos.** Free-standing gazebos are permitted if design and location is approved by the Architectural Committee.
- (p) **Lights.** Developer, in its discretion, may install streetlights and other light fixtures within the Development, and may transfer said lights and obligations to the Association. The Association shall accept such lighting and the obligations related thereto, if transferred.

- IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 38-2-1-15.
- (q) **Animals and Pets.** No animals or poultry shall be kept or maintained in this subdivision except common household pets. Common household pets shall be limited to three (3) per Lot. All common household pets shall remain on a leash controlled by the pet's Owner when not on such Owner's Lot. In no event shall any pet be a nuisance to any landowner in the Development.
- (r) **Storage Tanks.** Any gas or oil storage tanks used in connection with a Lot shall be located within a garage or dwelling such that they are completely concealed from public view.
- (s) **Clothesline.** Outdoor clotheslines or other such items are prohibited.
- (t) **Signs.** The only signs permitted to be erected or displayed in this subdivision are those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, and a single sign placed by an Owner to advertise the property for sale. Signs must be approved by the Committee.
- (u) Under Indiana State law, political signs may be displayed no more than thirty (30) days prior to an election date and must be removed within five (5) days after the election date. Political signs shall be no larger than two (2) square feet (e.g. the size of a standard political or for sale sign). An Owner may display only two (2) political signs on their property at the same time. Political signs may only be displayed in the front and rear yard areas of a Dwelling Unit, and no political signs may be displayed, hung or attached to the exterior surface of a Living Unit in Hickory Estates.
- (v) **Vehicle Parking.** No boat, trailer, recreational vehicle, non-licensed or non-operational vehicle, truck larger than ¾ ton pick-up, or camper of any kind (including, but in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) ("Restricted Vehicle") shall be kept or parked upon said Lot except within a garage. Notwithstanding the foregoing, a Restricted Vehicle may remain on a Lot for a period of not more than twenty-four (24) hours for the specific purpose of loading and unloading said Restricted Vehicle. In no event shall Restricted Vehicle(s) collectively remain on a Lot for a period greater than four (4) days in any calendar month. Street parking is only allowed on the North side of Chestnut Court East and West, and Walnut Court. Parking is only allowed on the outside curb of Hickory Estates Boulevard North of Chestnut. Parking is only allowed on the West side of Hickory Estates Boulevard South of Chestnut. In no case shall a vehicle be parked on the streets in excess of twenty-four (24) hours. There is no parking allowed in alleys.
- (w) **Hunting and Trapping.** Hunting and trapping are prohibited in the subdivision, except the Association has exclusive authority to allow trapping and fishing in the Ponds.
- (x) **Pond.** Fishing shall be allowed in the pond; however, no swimming, boating, paddle boarding, or any other usage of the pond is allowed. Further, no activity shall take place on the northeast portion of the pond that abuts Lots 18 through 23.

(y) **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any Lot.

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(z) **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 culvers upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.

(aa) **Mailboxes.** Size, location, lighting, height and composition of every mailbox shall be prescribed by the Committee and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

(bb) **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee.

(cc) **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 or alley 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.

(dd) **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 out of doors of such refuse on his Lot except as may be permitted in the above paragraph. All Living Units built in the Development shall be equipped with a suitable garbage can or container.

(ee) **Swimming Pools.** No swimming pools and/or swim spas where the water level is either partially or above ground shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others or shall utilize an automated safety cover approved by the Administrative Code 20-4-27 [c]. Hot tubs must have a concrete foundation and be surrounded by brick/stone/masonry to be concealed from streets, alleyways, and neighbors' views. Prior to installation, all plans, specifications, and scope shall require approval by the ACC and the Board.

(ff) **Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc.** Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc., are required to be approved by the Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptance fence design.

(gg) **Play Equipment.** Children's sand boxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, play houses, tents, badminton and volleyball nets, and the like, shall be permitted in the rear yard of the Lot without

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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 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. Basketball goals shall not be placed on the face of any dwelling in the Development, and all placements are subject to written approval by the Committee.

(hh) Exterior Lighting, Antennas and Satellite Dishes. Except for such alley and streetlights as may be required by the Committee, no exterior lights shall be erected or maintained between the front building line and rear lot line so as to shine or reflect directly upon another Lot.

In order to comply with the Federal Telecommunications Act of 1996, and the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), Owners may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Only one (1) dish may be installed on each lot, unless additional dishes are required to receive additional or unique transmissions that cannot be received by a previously installed dish. The Committee reserves the right to require written verification for the installation of additional dishes upon a Lot. The OTARD rule allows Associations to designate a preferential order of placement for dishes in their community. To that end, the Committee desires that satellite dishes be permanently mounted in a location on the Lot that is the least visible from the street directly in front of the Lot, but which will not result in a substantial degradation of reception. This specific order of location priority is:

- 1) in the rear of the Lot;
- 2) on the side of the Lot; and
- 3) the front of the home.

Therefore, an Owner must install a satellite dish in the rear portion of the Lot if acceptable reception can be received from that location. If acceptable reception cannot be obtained in the rear portion of the Lot, then the dish may be located along the side of the home if adequate reception can be received from that location. If adequate reception cannot be received from a location along the side of the home, then a dish may be located in the front of a home. However, if a dish is located in the front of a home, the Committee has the right to ask the Owner to provide written proof from a reputable dish installation company or expert that the Owner's dish had to be placed in front of the home to prevent a substantial degradation of reception.

The Owner must follow this preferential placement guideline when he installs a satellite dish on his property. If the Committee determines that the Owner did not properly follow the preferred placement order when installing his satellite dish, the Committee has the right to require the Owner to move his dish to another location that is less visible from the street, so long as the relocation of the dish does not substantially impact or

degrade the reception of the device. For example, if an Owner locates a dish on the front of his home, and the Committee determines that the Owner could have installed his dish in a location on the rear or side of the home that would have still allowed adequate reception, then the Committee may require the Owner to move the dish, at the Owner's expense, to a less visible location.

In addition, the Committee has the right to require the Owner to install landscaping, fencing or other screening around his dish to help hide it from direct view of the street, or to cover or paint the dish to make it blend in with its surroundings, so long as none of these changes or screenings impair the reception of the device.

Other antennae, aerials or devices, towers or radio antennae that are not covered by the OTARD rule, such as dishes larger than one (1) meter in diameter and ham or amateur radio antennas are prohibited on any Lot in Hickory Estates without prior written approval of the Committee. The Committee reserves the right to adopt rules or make changes to the requirements of this provision as allowed by or required by any changes or amendments to the Federal Telecommunications Act of 1996.

- (ii) **Gardens.** No garden producing fruits and/or vegetables for consumption shall be visible from any street or alley.
- (jj) **Fences.** All fences, including material and height, require written Committee approval before erection. No fence will extend forward of the furthest back corner of the residence.
- (kk) **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.
- (ll) **Landscaping and Sprinkler System.** The Lot Owner shall landscape the Lot within sixty (60) days following completion of a dwelling thereon, weather permitting. Each lot as a minimum shall have five (5) trees of shade, ornamental, dwarf, evergreen and deciduous varieties and twelve (12) shrubs of evergreen, deciduous and flowering varieties, including ornamental grasses. All landscaping shall be approved by the Committee. Each Lot Owner shall install a landscape and lawn Sprinkler System. The Sprinkler System shall be installed, at the time of planting landscaping, by a contractor approved by the Board of Directors, and shall be a below-ground, timer-controlled system connected to the central 2 wire irrigation system maintained by the Association. The Lot Owner may not at any time tamper with any Sprinkler System valves, electronics, or controller without approval of the Board of Directors. The Sprinkler System shall be operated only during hours established by the Association. A Lot Owner may request additional periods of irrigation operation for their Lot by making a request to the Committee. The Association reserves the right to bill a Lot Owner for any costs incurred in making such irrigation schedule changes. Each Lot Owner is responsible for the maintenance and repair of the Sprinkler System on their Lot, which includes the

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sprinkler heads. However, the Association retains the right to enter a Lot to make repairs to a Sprinkler System and to assess charges to the Lot Owner for those repairs. A Lot Owner may install additional, private, sprinkler systems connected to the public water system to service landscaping planted in addition to the landscaping required above, but such additional systems shall be approved by the Committee.

Section 11.2. Self-Help by Association. The Association, or any of its designated agents, may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Declaration, Bylaws, Articles, or any Rule or Regulation adopted by the Association, or for the purpose of abating anything herein defined as a prohibited use or nuisance.

The Association, or its designated agents, will not be liable to the Owner for any damages resulting from the work performed hereunder unless it can be shown that the damages to the Owner's property resulted from an act of gross negligence or willful or reckless misconduct by the Association or its designated agents. The expense of this self-help action will be the responsibility of the Owner of the Lot necessitating the action. The cost of the Association's corrective action will become part of the Owner's account and treated as a Special Assessment against the Owner and Lot, and there will be lien against the Lot for these expenses, and the lien will be due and payable immediately. If the lien is not promptly paid, the Association may pursue collection of the unpaid amounts in the same fashion as any other unpaid Assessment or sum owed to the Association and may recover the unpaid amounts together with reasonable attorney fees and costs of collection.

ARTICLE XII

Amendment of Declaration

Section 12.1. Amendment. Notwithstanding the foregoing, changes or amendments to any provision(s) in this Declaration may be made at any time by vote of those persons who are then the Owners of seventy-five percent (75%) of the Lots in Hickory Estates and who are in good standing. For purposes of this provision, "good standing" means Lot Owners whose voting rights have not been suspended for any reason as described in this Declaration. Approval for an amendment to this Declaration under this provision may be obtained:

- (i) At a meeting of the Members of the Association duly called and held in accordance with the provisions of the Association's Bylaws; or
- (ii) By mailed ballot or door-to-door collection; or
- (iii) Pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as may be amended.

To ensure all Owners are given an opportunity to vote on any proposed amendment, the Association will send all Owners a ballot regarding any proposed amendment. This ballot will be sent according to the notice requirements in the Association's Bylaws, and will be mailed by first class, postage pre-paid, U.S. Mail to the Owner's last known mailing address. A ballot will be sent to each Owner regardless of whether a special meeting of the members is held to vote on a proposed amendment. Recognizing advancements in technology, the Association may also send ballots and notices to Owners electronically so long as the Owner has previously agreed in writing to accept electronic service.

Each amendment adopted by the membership must be executed by the President and the Secretary of the Association certifying that seventy-five percent (75%) of the Lot Owners in Hickory Estates who are in good standing approved the amendment. Thereafter, the amendment must be recorded in the Office of the Recorder of Johnson County, Indiana, before becoming effective.

ARTICLE XIII

Acceptance and Ratification

This Declaration should have been provided to each Owner on or before the closing of the sale of such Owner's Living Unit, but the failure of an Owner to actually receive a copy does not negate the Owner's obligation to comply with the provisions herein and in the Bylaws. All present and future Owners or Mortgagees of the Living Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws, and the rules and regulations adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Living Unit shall constitute an agreement that the provision of this Declaration, the Articles, the Bylaws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Living Unit or the Lot, all as though such provisions were recited and stipulated at length in each and every deed, conveyance mortgage thereof. All Persons who may own, occupy, use, enjoy or control a Living Unit or any part of the Lot in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XIV

Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement of the Common Areas rendered necessary by his negligence or by that of any members of his family or their guest, employees, agents, or invitees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association.

An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, or invitees.

ORACLE IS THE PROPERTY OF ORACLE CORPORATION. IT IS FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

ARTICLE XV

Enforcement

Section 15.1. In General. Any party subject to the Declaration, Bylaws, Articles, or any rules and regulations, including the Association, any committee, or any individual Owner, may proceed at law or in equity to prevent the occurrence, recurrence or continuation of any violation of the Declaration, Bylaws, Articles, or any rules and regulations of the Association. However, neither the Association nor any committee may be held liable for damages of any kind, including legal fees and costs, to any owner or person for failing to enforce or carry out any of the provisions of the Declaration, Bylaws, Articles, or any rules and regulations.

Section 15.2. Delay or Failure to Enforce (Non-Waiver Clause). No delay or failure on the part of the Association or any Owner to seek any remedy regarding a violation of any provision of the Declaration, Bylaws, Articles or adopted rule of the Association will be a waiver by the Association or any Owner (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of a violation of the Declaration, Bylaws, Articles, or rule adopted by the Association. Likewise, no delay or failure of the Association or any Owner to enforce any particular provision of the Declaration, Bylaws, Articles, or rule adopted by the Association will be a waiver or estoppel of the Association or Owner to enforce any other provision of the Declaration, Bylaws, Articles, or rule adopted by the Association.

Section 15.3. Costs and Attorney Fees. The provisions of the Declaration, Articles, Bylaws and any rules, regulations, and architectural guidelines for Hickory Estates, including any amendments or modifications made to them, are binding and enforceable upon each and every Lot and Lot Owner in Hickory Estates. For any violation of the Declaration, Articles, Bylaws and any rules, regulations, and architectural guidelines adopted by the Board or the Committee, each owner in violation may be subject to an action at law or in equity by the Association to enjoin the violation or pursue any other relief or remedy as may be set forth in the Declaration, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Declaration, Articles, Bylaws or properly adopted rules, regulations and architectural guidelines of the Association, including such acts as the preparing and sending of violation letters, towing of vehicles, self-help, or filing a legal action in the courts, then the Association will be entitled to reimbursement from the party or parties found to be in violation of a covenant, rule or guideline of all its costs and expenses, including reasonable attorney fees, administrative charges by a management agent, and court costs, for the enforcement action.

The remedies in this provision are in addition to, or supplement, any remedies of the Association identified in the Declaration, Articles, Bylaws or properly adopted rules and regulations, and may be used or applied to any enforcement activity or action taken by the

Association to stop a violation of the Declaration, Articles, Bylaws or any properly adopted rule, regulation or guideline of the Association.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

These remedies are adopted to maintain the intent and spirit of the Declaration, Articles, or Bylaws that the Association and its members should not be penalized or suffer a financial loss to the Association's operating budget for the cost of any enforcement effort necessary to gain or achieve an Owner's compliance with the terms and restrictions set forth in the Declaration, Articles, Bylaws or any properly adopted rule, regulation or guideline of the Association.

ARTICLE XVI

Miscellaneous

Section 16.1. Waiver. No Owner may exempt himself from liability for Annual or Special Assessments by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot/Dwelling Unit.

Section 16.2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect on the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 16.3. Pronouns. Any reference to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall refer to and include all genders. Words in the singular shall include and refer to the plural and vice versa, as appropriate.

Section 16.4. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of the Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration of any provision hereof.

[End of Amended and Restated Declaration]

The undersigned hereby certifies that this Amended and Restated Declaration of Covenants Easements and Restrictions of Hickory Estate was duly approved and passed by at least seventy percent (75%) of the Members in Hickory Estates who casted votes for that purpose in accordance with Section 52, of the Declaration.
IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

HICKORY ESTATES HOMEOWNERS ASSOCIATION, INC.

Barbara E. Barger.
President

12-21-2020
Date

Barbara E. Barger
Printed Name of Director

ATTEST:

Sandy Daniels
Secretary

12-21-2020
Date

Sandy Daniels
Printed Name of Director

STATE OF INDIANA)

) SS:

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
COUNTY OF Marion)

Signed (or attested) before me on the 21st day of December, 2020 by BARBARA E. BURGER
and SANDY DANIELS.

Dianna Gosnell
Dianna Gosnell, Witness

STATE OF INDIANA)

) SS:

COUNTY OF Marion)

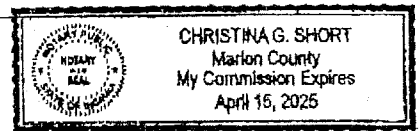
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara E. Burger, in her capacity of Board President of Hickory Estates Homeowners Association, Inc. and Sandy Daniels, who appeared in her capacity of Board Secretary of Hickory Estates Homeowners Association, Inc., who having been duly sworn, under the penalties of perjury, acknowledge the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Estates "Community" and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 21 day of December, 2020.

My Commission Expires:

4-15-25

Christina G. Short
Signature



County of Residence:

Marion

Christina G. Short #697130
Printed

I hereby 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. - David E. Jacuk

This document was prepared by and should be returned to:

David E. Jacuk, Kovitz Shifrin Nesbit, 6125 S. East Street, Suite A, Indianapolis, Indiana 46227

EXHIBIT A

Amendments must be approved by a vote of seventy-five percent (75%) of the Owners.

(75% of 43 Total Owners = 33)
(Need 33 votes to pass Amendments)

BALLOT

"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.	<u>YES</u>	<u>NO</u>
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	✓	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Cynthia L. Adams
Signature

11/3/20
Date

Cynthia L. Adams
Printed Name

4908 Hickory Estates Blvd.
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

BALLOT

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>✓</p>	

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Michael G. Barger
 Signature

11/1/20
 Date

MICHAEL G. BARGER
 Printed Name

4615 Chestnut Ct, E.
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Sandy Daniels sfdaniels@gmail.com
 Subject: Ewd. Covenant Ballot
 Date: November 4, 2020 at 8:24 AM
 To: Jon Daniels jwdaugusta@gmail.com

Print

Sent from my iPad

Begin forwarded message:

From: Jodi Barth <BARTHJ@centergrove.k12.in.us>
 Date: November 4, 2020 at 6:52:12 AM FST
 To: "sfdaniels@gmail.com" <sfdaniels@gmail.com>
 Cc: "barger.be@gmail.com" <barger.be@gmail.com> Kent Barth <kent.d.barth@gmail.com>
 Subject: Covenant Ballot

Good morning, Sandy.

Attached is our covenant ballot.

Thank you,

Jodi Barth

From: Ricoh <ricoh@centergrove.k12.in.us>
 Sent: Wednesday, November 4, 2020 6:46 AM
 To: Jodi Barth <BARTHJ@centergrove.k12.in.us>
 Subject: Message from "RNP002673DD4F0B"

This E-mail was sent from "RNP002673DD4F0B" (MP 6503).

Scan Date: 11.04.2020 06:46:50 (-0500)
 Queries to: ricoh@centergrove.k12.in.us

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<input checked="" type="radio"/> YES	<input type="radio"/> NO
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<input checked="" type="radio"/> YES	<input type="radio"/> NO

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p><u>YES</u></p>	

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J. Daniels
 Signature

11/5/2020
 Date

J. Daniels
 Printed Name

1131 ...
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Sandy Daniels sfdaniels@gmail.com
 Subject: Fwd: Signed HOA Ballots from Bogans
 Date: November 2, 2020 at 3:59 PM
 To: Jon Daniels jwdaugusta@gmail.com

Print each

Sent from my iPad

Begin forwarded message:

From: Michael Bogan <mbogan10@hotmail.com>
 Date: November 2, 2020 at 3:59:07 PM EST
 To: "sfdaniels@gmail.com" <sfdaniels@gmail.com>
 Subject: Signed HOA Ballots from Bogans

Sandy,

I've attached two signed ballots to approve our revised Covenants. Thanks for your hard work on these!

Mike Bogan
 4920 & 4944 Hickory Estates Blvd

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>✓</p>	<p></p>

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Michael Bogan

11/2/2020

Signature

Date

IMMEDIATELY RETURN TO: MICHAEL L. BOGAN, JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
Printed Name

4944 Hickory Estates Blvd.
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

Manage:CHIC9160010064418477v1-10-20

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	YES	NO
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	X	

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Michael L. Bogan
Signature

11/2/2020
Date

Michael L. Bogan
Printed Name

I Thank you, JOHNSON COUNTY, IN.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<u>YES</u>	<u>NO</u>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	X	

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J Robert Browning Jr
Signature

11/4/20
Date

J ROBERT BROWNING JR
Printed Name

4805 WALNUT CT,
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<u>YES</u>	<u>NO</u>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	X	

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Fred W Chadwell
 Signature

11/3/2020
 Date

FRED W. CHADWELL
 Printed Name

4945 Hickory Estates Blvd
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<u>YES</u>	<u>NO</u>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	X	

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Lynn Creek
 Signature

10/31/2020
 Date

Lynn Creek
 Printed Name

4826 Chestnut Ct. West
 Address
BARGERSVILLE, IN.

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Robert Conlon robertconlon@yahoo.com @
 Subject: Ballot
 Date: November 3, 2020 at 8:22 AM SON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
 To: Sandy Daniels sfDaniels@gmail.com

Please see attachment.

Sent from Yahoo Mail for iPhone

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved, "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>X</p>	

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Robert Conlon
 Signature

11-3-20
 Date

ROBERT CONLON
 Printed Name

4921 HICKORY ESTATES BLVD
 Address
BARGERSVILLE, IN 46186

If you're mailing in your ballot, please send it to:

Sandy Daniels

BALLOT

"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.	<u>YES</u>	<u>NO</u>
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	X	

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Signature

RICK E. CODLEY

Printed Name

4675 CHESTNUT CT W

Address

11/5/2020

Date

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

IM. GE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURPOSES. "YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.	QUANT TO <input type="checkbox"/> YES	I.C. 36-2-7-10 <input type="checkbox"/> NO
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Signature Jon Daniels

Date 11-2-20

Printed Name Jon Daniels

Address 4885 Hickory Estate Blvd

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Sandy Daniels sfdaniels@gmail.com
 Subject: Fwd: Ballot
 Date: November 4, 2020 at 11:48 AM ON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
 To: Jon Daniels jwdaugusta@gmail.com

Sent from my iPad

Begin forwarded message:

From: Bryan Ellis <cellisax23@gmail.com>
 Date: November 4, 2020 at 11:45:49 AM EST
 To: sfdaniels@gmail.com
 Subject: Ballot

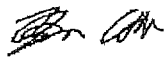
BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<u>YES</u>	<u>NO</u>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	X	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.



11/04/2020

Signature

Date

Bryan Ellis

Printed Name

4617 walnut ct.

Address

If you're mailing in your ballot, please send it to:

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p>

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Signature


Date

Printed Name

Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>		

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Marvin Habicht
 Signature

11-4-2020
 Date

MARVIN HABICHT
 Printed Name

4873 Hickory Estates Blvd
 Address
 46106

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Sandy Daniels stdaniels@gmail.com
 Subject: Fwd: From Halls
 Date: November 3, 2020 at 4:20 PM
 To: Jon Daniels jwdaugusta@gmail.com

Print

Sent from my iPad

Begin forwarded message:

From: Barb Barger <barger.be@gmail.com>
 Date: November 3, 2020 at 2:44:21 PM EST
 To: Daniels <stdaniels@gmail.com>
 Subject: From Halls

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	YES	NO
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	YES	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Jon F. Hall
 Signature

11/03/2020
 Date

Jon F. Hall
 Printed Name

4602 Chestnut Ct. E.
 Address

If you're mailing in your ballot, please send it to:

... be amended. That is why you do not see a reference point in this document. It was created by the developer and is to be kept. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Virus-free. www.avast.com

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>X</p>	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

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Michael J. Hastings
Signature

11/4/20
Date

Michael J. Hastings
Printed Name

4674 Chestnut Ct. W.
Address

If you're mailing in your ballot, please send it to:

Sandy Daniele

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>X</p>	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

[Handwritten Signature]
 Signature

11/4/20
 Date

DALE JOHNSON
 Printed Name

4626 CHESTNUT CT E.
 Address

BARGERSVILLE, IN 46106

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<u>YES</u>	<u>NO</u>
<p>Should the Proposed Amcnded and Restated Declaration of Covcnants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	✓	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

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I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Michelle Lincaico
 Signature

11/5/20
 Date

Michelle Lincaico
 Printed Name

4823 Hickory Estates Blvd.
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Sandy Daniels sfdaniels@gmail.com
 Subject: Fwd: From Claire M
 Date: November 4, 2020 at 4:24 PM
 Location: HICKORY COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
 To: Jon Daniels jwdaugusta@gmail.com

Sent from my iPad

Begin forwarded message:

From: Claire Mccaughan <cmsg1127@gmail.com>
 Date: November 4, 2020 at 3:22:57 PM EST
 To: sfdaniels@gmail.com
 Subject: From Claire M

HICKORY

"YES" means you think the Amendments should be approved. "NO" means you think the Amendments should NOT be approved.	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?		

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

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I certify that I am an Owner of a Lot or Lots within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020 to be counted.

Claire Mccaughan 11-4-2020
 Signature
 Claire Mccaughan
 Printed Name
 1009 Walnut Street
 Address
 Hickory, Indiana 47531
 Phone Number
 317-338-1127
 Email Address
 cmsg1127@gmail.com

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p><i>Yes</i></p>	<p></p>

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

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[Handwritten Signature]
 Signature

11/5/2020
 Date

SANDY W. NEWSOMER
 Printed Name

4152 CHESTNUT CT W
 Address *BARGERSVILLE, IN 46106*

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargsville, Indiana 46106

BALLOT

<p>“YES” means you think the Amendments <i>should</i> be approved. “NO” means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>✓</p>	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

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Luann R. Paulry
 Signature

Nov 1, 2020
 Date

Luann R. Paulry
 Printed Name

4650 Chestnut Ct. W.
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

From: Sandy Daniels sfDaniels@gmail.com
 Subject: Fwd: need your vote for Hickory Estates
 Date: November 5, 2020 at 12:52 PM MON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
 To: Jon Daniels jwdaugusta@gmail.com

Sent from my iPad

Begin forwarded message:

From: Barbara Barger <barger.be@gmail.com>
 Date: November 5, 2020 at 12:50:02 PM EST
 To: Daniels <sfDaniels@gmail.com>
 Subject: Fwd: need your vote for Hickory Estates

Wow. Here it is!!!!

----- Forwarded message -----
 From: Eric Prime <Eric@vanvalerlaw.com>
 Date: Thu, Nov 5, 2020 at 12:28 PM
 Subject: Re: need your vote for Hickory Estates
 To: Barbara Barger <barger.be@gmail.com>

I'm in South Carolina for my daughter's wedding. This screenshot with edits is the best I can do.

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>X</p>	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

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I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Signature Eric Prime Date 11/4/20

Printed Name
IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Address

If you're mailing in your ballot, please send it to.

Sent from my iPad

On Nov 5, 2020, at 9:05 AM, Barbara Barger <bbarger.be@gmail.com> wrote.

Eric, won't you please sign the attached ballot for our neighborhood? I have attached it here for your use.

Thanks.

Barb

<Hickory Estates HOA - Ballot - 10.9.20 (1).pdf>

BALLOT

	<u>YES</u>	<u>NO</u>
"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved		
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	✓	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 52, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Karen Quattrocchi
Signature

11-4-2020
Date

KAREN & GARRY QUATTROCCHI
Printed Name

4822 HICKORY ESTATES BLVD, BARGERSVILLE, IN 46106
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

From: Sandy Daniels stdaniels@gmail.com
 Subject: Fwd: Ballot
 Date: November 5, 2020 at 12:49 PM
 To: Jon Daniels jwdaugusta@gmail.com

Sent from my iPad

Begin forwarded message:

From: "barger.be" <barger.be@gmail.com>
 Date: November 5, 2020 at 10:35:06 AM EST
 To: Sandy Daniels <sfdaniels@gmail.com>
 Subject: FW: Ballot

Sent from my T-Mobile 4G LTE Device

----- Original message -----
 From: Doug Reasoner <dereasoner@gmail.com>
 Date: 11/5/20 10:20 AM (GMT-05:00)
 To: Barbara Barger <barger.be@gmail.com>
 Subject: Ballot

Barb

Please find the fully executed ballot attached.

Doug Reasoner

BALLOT

	<u>YES</u>	<u>NO</u>
<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>		
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	✓	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 5.2, of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates.

... UNDERSTAND THAT THIS ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Douglas E Reasoner
Signature

11-5-20
Date

Douglas E Reasoner
Printed Name

APPLICANT
Doug Reasoner
10850 N 700 W
Columbia, IN 46130-9788

PROPERTY 4980 Hickory Estates Blvd
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

From: Sandy Daniels sfdaniels@gmail.com
 Subject: Fwd: Leonard Riquelme's Ballot for Proposed Amended and Restated Covenants
 Date: November 3, 2020 at 7:24 PM
 To: Jon Daniels jwdaugusta@gmail.com



Print

Sent from my iPad

Begin forwarded message:

From: RubyTuesday <rahotti@aim.com>
 Date: November 3, 2020 at 6:14:59 PM EST
 To: "sfdaniels@gmail.com" <sfdaniels@gmail.com>, "luckylenny13@aol.com" <luckylenny13@aol.com>
 Subject: Leonard Riquelme's Ballot for Proposed Amended and Restated Covenants
 Reply-To: RubyTuesday <rahotti@aim.com>

BALLOT

<p>"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.</p>	<p><u>YES</u></p> <p>✓</p>	<p><u>NO</u></p>
<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>		

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot to equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

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I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020, to be counted.

Leonard Riquelme
 Signature

11-3-2020
 Date

Leonard Riquelme
 Printed Name

4834 Hickory Estates Blvd
 Address

From: Sandy Daniels sfDaniels@gmail.com
Subject: Fwd: Covenant Ballot

Date: November 4, 2020 at 2:13 PM
To: Jon Daniels jvdaugusta@gmail.com

Sent from my iPad

Begin forwarded message:

From: Chris Schultz <chris.schultz@comcast.net>
Date: November 4, 2020 at 1:48:35 PM EST
To: Sandy Daniels <sfDaniels@gmail.com>
Subject: Covenant Ballot

Sandy, Here's our signed ballot!
Chris

	YES	NO
"YES" means you think the Amendments <i>should</i> be approved. "NO" means you think the Amendments <i>should NOT</i> be approved.		
Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	Yes	

This voting is being done without a meeting. There are forty-three (43) Lot Owners in Hickory Estates, which means at least twenty-two (22) votes must be cast by ballot in equal or exceed the quorum (51% of all Owners) required to be present, in person or by proxy, at a duly constituted meeting, if one had been held.

According to Section 5.2 of the Declaration, the Declaration may be amended by a recorded instrument signed by a seventy-five percent (75%) of the then Owners of the Lots agreeing to change the covenants and restrictions in whole or in part. This means these Proposed Amendments would need to be approved by at least thirty-three (33) Owners in Hickory Estates.

I certify that I am an Owner of a Lot, or Lots, within Hickory Estates and am a member of the Hickory Estates Homeowners Association. I have been given an opportunity to read the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates. I understand that this ballot needs to be cast by the end of business on Thursday, November 5, 2020 to be counted.


Signature

Chris C. Schultz, Jr.
Printed Name


Address

If you're mailing in your ballot, please mail it to:

Sandy Daniels
Hickory Estates Homeowners Association
4415 Hickory Estates Boulevard
Batesville, Indiana 47007

11/4/2020 1:48:35 PM 11/4/2020 1:48:35 PM

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<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>✓</p>	

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Signature James Shmelo

Date 11/5/2020

Printed Name _____

Address 4861 Hickory Estates Blvd
Bargersville, IN 46106

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106

BALLOT

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<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p>✓</p>	

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Beth Switzer
Signature

11-5-20
Date

Beth Switzer
Printed Name

4956 Hickory Estates Blvd
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

From: Tommy Van Abeele <tommyv23@gmail.com>
Date: December 1, 2020 at 1:55:51 PM EST
To: Sandy Daniels <sfdaniels@gmail.com>
Subject: Vote on revised covenants....

Hi Sandy:

I just wanted to confirm that the November 5th email that we sent you was to vote yes for approval of the Amended and Restated Declaration Covenants, Conditions, Easements and Restrictions for Hickory Estates.

Thank you,
Tommy & Deb Van Abeele
Hickory Estates Lot 22
4849 Hickory Estates Blvd.
Bargersville, IN 46106

IM From: Sandy Daniels <sdaniels@gmail.com> COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
Subject: Fwd. Covenants
Date: November 6, 2020 at 9:17 AM
To: Jon Daniels jvdauugula@gmail.com

Print letter that says he wants to vote yes on email.

Sent from my iPad

Begin forwarded message:

From: Tommy Van Abeele <tommyv23@gmail.com>
Date: November 5, 2020 at 8:20:00 AM EST
To: Sandy Daniels <sdaniels@gmail.com>
Subject: Re: Covenants

Thanks Sandy! We have been in FL, and I was thinking we could vote via email. I don't have a printer here. We vote yes, but I don't know how to get you our vote.

I hanks again,
Tommy

On Nov 5, 2020, at 8:23 AM, Sandy Daniels <sdaniels@gmail.com> wrote:

The good news is there are few new board plans in approve and we will be fully built soon. I guarantee you that your satisfaction is in ending to the ACC. Also, we also reviewed so many covenants of other custom home HOAs and the language they used in their covenants. We will know today the outcome of neighbors' votes and IF we get the 75% quorum. Even though your comment has merit. I am hoping that this goes forward by vote so we don't have to go to the expense and time to go it again. We are very close to getting quorum. Sure hope you feel comfortable enough to vote yes. I can't wait for the 'pague' to be over so we can all meet and get to know each other in person as those type of interchanges are so much better than email and Zoom. Best wishes to you and your wife as you have a most beautiful lot to build on!

Sent from my iPad

On Nov 1, 2020, at 9:23 PM, Tommy Van Abeele <tommyv23@gmail.com> wrote:

Hi Sandy
EIFS is similar to saying something like back of stone. EIFS is not a brand. I think the issue is that you are asking the ACC to do something that is not in the covenants. Years down the road when different people are involved, the covenants will be used to make the call. I think EIFS should be in the covenants.

Thanks
Tommy

On Wed, Nov 4, 2020 at 7:43 PM, Sandy Daniels <sdaniels@gmail.com> wrote:

Thanks for your comment. Our attorney was hesitant to let any brand or specific terms out to rely on the building code and stone and to strengthen the statement that all building plans must be reviewed and approved by the ACC and board. We have told ACC to incorporate the EIFS as a specific item in their assessments.

Sent from my iPad

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<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>		

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Joyce Weliever
 Signature

10-30-20
 Date

JOYCE WELIEVER
 Printed Name

4699 CHESTNUT CT. W
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4885 Hickory Estates Boulevard
 Bargersville, Indiana 46106



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<p>Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?</p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p>

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Daris Williams
Signature

11-04-2020
Date

DARIS WILLIAMS
Printed Name

4687 Chestnut Ct. W
Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106

From: Sandy Daniels sfdaniels@gmail.com
 Subject: Fwd: Covenant Ballot/Willis
 Date: November 2, 2020 at 8:09 AM
 To: Jon Daniels jwdaugusta@gmail.com

Please print

Sent from my iPad

Begin forwarded message

From: Larry Willis <larry.sports@gmail.com>
 Date: November 1, 2020 at 5:56:14 PM EST
 To: Sandy Daniels <sfdaniels@gmail.com>
 Subject: Covenant Ballot/Willis

BALLOT

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Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	YES	

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Larry Willis
 Signature

11-1-2020
 Date

LARRY WILLIS
 Printed Name

4657 CHESTNUT CT W. BARGERSVILLE, IN 46106
 Address

If you're mailing in your ballot, please send it to:

Sandy Daniels
 Hickory Estates Homeowners Association, Inc.
 4837 Hickory Estates Boulevard
 Bargserville, Indiana 46106

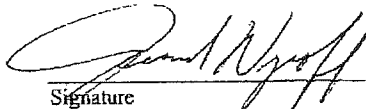
BALLOT

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Should the Proposed Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Estates be approved?	YES	

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Signature
JAMES R WYCOFF

Printed Name
4616 WALNUT CT.

Address
BARGERSVILLE IN 46106

Nov. 3, 2020

Date

If you're mailing in your ballot, please send it to:

Sandy Daniels
Hickory Estates Homeowners Association, Inc.
4885 Hickory Estates Boulevard
Bargersville, Indiana 46106