

DULY ENTERED FOR TAXATION

18305

SEP 14 1994

Mary Jane Russell  
AUDITOR HENDRICKS COUNTY

HOLLAWAY RIDGE COMMUNITY  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 15<sup>th</sup> day of September 1994, by Hollaway Hills Associates, Inc., hereafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

See attached Exhibit "A"

AND, WHEREAS, the Declarant desires that a dignified, high quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions and restrictions hereinafter set forth, it being intended that such covenants, conditions and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

DEFINITIONS

1. The word "Lot" shall mean any of the lots located within the above described property; and
2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.

ENTERED FOR RECORD

SEP 14 1994

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W.B. Jay Bradley  
HENDRICKS COUNTY RECORDER  
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## II.

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain a minimum amount of twenty-eight hundred square feet for a ranch style home and a minimum of three thousand square feet for a multi-story home. All homes must be submitted to the Developer with plans, specifications and builder if known. Square footage will be determined by finished interior ground floor living area (exclusive of basements, porches, decks, patios and garages.) Ground floor living area shall include living area in upper levels.

## III.

PARTIAL CONSTRUCTION, COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

## IV.

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS.

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

V.

APPROVAL OF PLANS/BUILDER AND SPECIFICATIONS BY DEVELOPER

No structure shall be erected, placed or (externally) altered on any Lot until the plans/builder selected and specifications therefore (including elevations, materials of exterior, and site plan showing the location of the structure with grading modifications) shall have been approved by the Developer in writing. This paperwork should be directed to Mr. Mark Sanders C/O Sanders Development Group, 6051 S. Indianapolis Rd., Whitestown, IN 46075.

One copy of all information will be retained by the developer for their files.

VI.

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy or satellite dish, mini barns except for children's play tents and wooden playsets, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Developer.

VII.

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

VIII.

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce or profession.

IX.

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X.

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows after Developer approval of sign:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.
2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI.

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Developer and in conformity with applicable ordinances and requirements of Town of Pittsboro or Town of Brownsburg.

XII.  
REMOVAL OF MATERIAL FROM LOT;  
CHANGE OF NATURAL CONTOUR OF LOT;  
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connections with construction ( in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Developer. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Developer. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

XIII.  
MAINTENANCE OF LOT AND PROTECTION OF ADJACENT  
PROPERTY DURING CONSTRUCTION

Each Lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his Lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the Lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets within the subdivision shall be cleaned by the Lot owner whenever construction activity on his Lot results in a significant accumulation of dirt or debris; and if the Lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

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## XIV.

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. No accumulation of storage of litter, construction debris, or trash of any other kind, shall be permitted on any Lot. Each builder should provide a dumpster and port-o-let for each home being constructed.

## XV.

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

## XVI.

FENCES

No fences of any kind may be erected or constructed on any portion of any Lot without approval from Developer and/or Architectural Committee.

## XVII.

MAILBOXES AND EXTERIOR YARD LIGHT

All Lot owners will use the same design of mailbox and posts to be chose by the Developer; the cost of such items will be the Lot owner. All Lot owners will install a exterior yard light in style with the house elevation and the cost of installation light is the Lot owner.

## XVIII.

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the

Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonable necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

IXX.

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XX.

MAINTENANCE OF LOT

Any Lot purchased by Lot Owner shall be maintained before construction begins. Each lot shall be mowed and weeds kept below a reasonable height at all times. This upkeep will be enforced at all times and if Owner does not keep within these guidelines, Developer will mow and bill directly to Lot Owner.

XXI.

STREET SIGNAGE

Street signs including street names and stop signs have been installed with above grade materials as determined by the Town of Brownsburg. Replacement of any signage will be the responsibility of the Developer and when the development is relinquished to Homeowners' Association it will then be the Association's responsibility and cost to maintain.

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XXII.

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonable necessary to facilitate such construction.

XXIII.

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all Lots.

"DECLARANT"

HOLLAWAY HILLS ASSOCIATES, INC.

BY Mark E. Sanders

Mark E. Sanders, President



STATE OF INDIANA )  
COUNTY OF BOONE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Hollaway Hills Associates, Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 1st day of September, 1994.

*Belinda J. Cripe*  
Belinda J. Cripe, Notary

My Commission Expires:  
8/24/96

County of Residence: Clinton

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