

This Instrument Recorded
Sharon K. Cherry, Recorder, Hamilton County, IN

NOV 07 1994

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DECLARATION OF RESTRICTIONS

HUNTINGTON CHASE

RECEIVED
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SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

THE UNDERSIGNED, Bramalea Indiana, Inc., an Indiana corporation, is the Owner of the Real Estate described in exhibit "A" attached hereto and made a part hereof, ("The Real Estate"). The Real Estate shall be developed by Bramalea Indiana, Inc., an Indiana corporation (hereafter called the "Developer"). The Owner certifies that it has laid off, platted and subdivided and hereby lays off, plats and subdivides the Real Estate in accordance with the plat of "Huntington Chase" as an addition in Hamilton County, Indiana ("The Development"). In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions, and limitations are hereby imposed upon and shall run with the land included in this subdivision, and shall be binding upon the Development and anyone at anytime owning any part or portion of such land. All streets shown and not heretofore dedicated, are hereby dedicated to the public for its use.

1. There shall be, and there is hereby created and established the Development Control Committee (hereinafter referred to as the "Committee") to perform the functions provided hereunder or under the provisions of the Plat. Bramalea Indiana, Inc. shall appoint the members of the Committee until such time as the rights, powers, duties and obligations of the Committee are assigned and transferred to a corporation or association which agrees to assume said rights, powers, duties and obligations. In the event of the death or resignation of any member of the Committee prior to the aforementioned assignment and transfer, Bramalea Indiana, Inc. will appoint a successor. Thereafter, vacancies shall be filled by a majority vote of the members of the aforementioned corporation or association. The committee shall consist of not more than three people.

Any and all of the rights, powers, duties and obligations which are reserved to or given to the Committee may be assigned or transferred to a corporation or association which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by the Committee. The right of assignment hereby reserved to the Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation owned and controlled by the owners of the lots in said subdivision or in said subdivision

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together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Committee may determine. Whenever in this instrument reference is made to said Committee, such reference shall be deemed to include the successors and assigns of the Committee.

The duties and the responsibilities of the Committee are as follows:

- a. The Committee shall regulate the external appearance, use, location, maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions. The developer shall maintain areas designated Block "A", Block "B" and Block "C" of the recorded plat until the responsibility for maintenance is turned over to the Huntington Chase Property Owner Association, Inc. or its successor, as provided for in item 39(a)(1).
- b. The Committee may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans, or other pertinent information as it affects the Committee's responsibilities.
- c. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons therefor.
- d. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in this declaration.
- e. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

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2. No construction shall be commenced nor any building or fence be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan, and landscaping plan, showing the location of all the construction, structures, drives, walks, landscaping, and structures and compliance with these restrictions in accordance with the procedures for such adopted by the Committee. If the Committee fails to act upon complete plans within thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted.
3. No wall, fence, hedge, or shrub planting which obstructs sight line at elevation above 2 feet shall be placed or permitted to remain between the front property line and the front building set-back line except where such shrub planting is approved by the committee. No fences shall be allowed except where required by law and/or approved by the committee.
4. A front yard, dusk-to-dawn low intensity light of less than 100 watts (or other dusk to dawn lights as approved by the Committee) directed downward and away from adjacent lots shall be installed by builder and maintained on each lot in subdivision by the respective owners thereof. Prior to the installation of said front yard light, drawings, diagrams, and any other documents requested by the Committee shall be submitted to the said Committee for its approval. Such approval shall include design, color or, location, and height of any such light. The Committee reserves the right to standardize all the lights in the subdivision.
5. All lots in this subdivision shall be used solely for single family residential purposes unless alternative uses, such as permitted home occupations, according to existing zoning laws.
6. No metal outbuilding shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed, or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.
7. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The house shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits.
8. Building set-back lines are hereby established as shown on the plat of Sutton Place. Between such lines and the property lines of the streets, no building, structure, or accessory building shall be erected or maintained. In addition, no building, structure, or accessory building shall be erected closer to any side lot line of 10 feet with an aggregate of 30 feet. No habitable building shall be erected

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closer to any rear lot line than 20 feet. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were one single lot.

9. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches, garages, and basements, shall not be less than 2,000 square feet in the case of a one story structure, nor less than 1,400 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2,400 square feet of finished and liveable floor area. One story structures on lots 99 through 107 adjacent the east property line shall not be less than an aggregate of 2500 square feet of finished and liveable floor area.
10. Every building whose construction or placement on any lot has begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvements which have been partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvements have been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.
11. All structures constructed or placed on any lot shall be constructed with substantially all new material and no used structure shall be relocated or placed on any such lot.
12. Every house in this subdivision shall have at least a two-car garage, attached of the same architectural design and materials as the house.
13. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, rollbrick siding, or any other similar artificial material.
14. All driveways must be concrete from their point of connection with the abutting street or road to a point of connection with the garage entry.
15. No temporary house, trailer, garage, or other outbuilding shall be placed, erected, or kept on any lot.
16. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.
17. No owner of a lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.

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18. Every outdoor receptacle of ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at any time, except at the times when refuse collections are being made.
19. The size, location, height, and composition of any mailbox must be approved by the Committee. The Committee reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.
20. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he 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 unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.
21. The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lots or improvements situated thereon from becoming unsightly and, specifically, such owner shall:
- a. Mow the lot at such times as may be reasonable required in order to prevent the unsightly growth of vegetation and noxious weeds;
 - b. Remove all debris or rubbish;
 - c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
 - d. Cut down and remove unsightly dead trees;
 - e. Where applicable, prevent debris and foreign material from entering drainage areas;
 - f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and,
 - g. Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.
22. It shall be the duty of every owner of every lot 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.
23. Each lot owner and/or builder shall be responsible to prevent erosion and protect

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the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control for any areas which will be disturbed during construction.

24. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
25. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.
26. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the owners lot and then on only one side of the street. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.
27. Lots are subject to drainage easements, sewer easements, utility easements, and landscape easements either separately or in combination of the three, as shown on the plat, which are reserved for the use of the lot owners, public utility companies, and governmental agencies as follows:
 - a. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, and to serve the needs of the subdivision and adjoining ground and/or public drainage system. It shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement including fences, nor shall any grading restrict water flowing in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or be the developer of the subdivision.
 - b. Sewer easements (S.E.) are created for the use of the local governmental agencies having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county to serve the addition for the purposes of installation and maintenance of sewers that are apart of said system. Each owner of a lot must connect to the public sanitary sewer.

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- c. Utility easements (U.E.) are created for the use of public utility and cable television companies, for the installation of pipes, mains, ducts, and cables as well as for the uses specified in the case of sewer easements.
- d. Landscape easements (L.E.) are created for the use of the Huntington Chase Property Owners Association, Inc., for the purpose of maintaining and replacing landscaping located within said easement areas.
- e. Non Access easements (N.A.E.) are created to preclude direct vehicular or other access from 116th street or Towne Road to the rear or sides of the lots within Huntington Chase. All access to lots shall be from the dedicated streets within the subdivision.
- f. Other easements as specifically shown on the plat are for the benefit of the recipient as shown in the recorded easements.
- g. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easements herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.
28. No construction vehicles, shacks, or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure. A builder's temporary construction structures shall be promptly removed upon completion of the proper structure.
29. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Materials which can blow into adjacent lots shall not be left lying around. Construction trash shall be removed from the lot in a timely manner by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.
30. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon the street from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within two (2) business days after notification from the Committee or the Committee may remove such deposits and charge the lot owner.
31. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain

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vehicle, motorcycle, snowmobile, or motor home of any kind (including but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighbouring residences and streets in a garage.

32. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot or home thereon for sale), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any lot, except lots used as model homes by Bramalea Indiana, Inc. This restriction shall not preclude the developer from constructing informational signs at the entrance to the subdivision regarding the sale of lots and homes therein.
33. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighbouring residences and streets. All rubbish, trash, or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.
34. No outside toilets shall be permitted on any lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.
35. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets.
36. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood.
37. No high intensity lighting, outside television, radio, or other antennas or satellite dishes or any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee.
38. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.

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39. The Huntington Chase Property Owners' Association, Inc.

a. In General.

- (i) There will be created, under the laws of the State of Indiana, a nonprofit corporation to be known as the "Huntington Chase Home Owner's Association" (the "Association"). The Association will as soon as practicable following its incorporation be merged into the Sutton Place Home Owners' Association which shall survive the merger under the name "Sutton Place/Huntington Chase Property Owner's Association". Every owner of a residential lot in the subdivision shall be a member of the Association. All owners of the lots within the subdivision shall be subject to all the requirements and limitations imposed in these restrictions. Each owner shall be entitled to one vote for each lot owned. When more than one person owns a lot, the vote for such lot shall be exercised as agreed by the owners, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. At the merger, the rights, powers and duties of the Committee shall be transferred to the Development Control Committee of Sutton Place/Huntington Chase Property Owners Association, Inc.

b. Purposes of the Association.

- (i) The general purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such commons and landscape easements or other amenities and such other facilities, recreational or otherwise, within the subdivision as may be conveyed to the Association.

c. Power of Association to Levy and Collect Charges and Impose Liens.

- (i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the subdivision. Such charge shall be at least \$25 per year for each residential lot in the subdivision. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the association, the annual charge may be greater than \$25. No charge shall ever be levied by the Association against the Developer.

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- (ii) Every such charge shall be paid by the members of the Association before the first day of March of the year which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member.
 - (iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. such charge shall bear interest at the rate of ten percent (10%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, wither 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 at the time legal action is instituted, be obliged to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the 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 the 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 the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.
 - (iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- d. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, and for the improvement and maintenance of any properties owned,

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operated, or maintained by the Association.

e. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions, or any other authority, owed by the member remains unpaid; (ii) during the period of any continuing violation of these restrictive covenants commencing with declaration of the existence of the violation by the Board of Directors for the Association; and/or (iii) during the period of any violation of the Articles of Incorporation, By-Laws, or regulations of the Association.

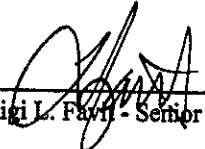
- 40. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots it is agreed to amend said covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.
- 41. Invalidation of any of the foregoing covenants, provisions, restrictions, or conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain full force and effect.
- 42. The provisions of the Agreement are the only covenants and restrictions for the benefit of the Real Estate, all past restrictions either recorded or unrecorded are hereby waived, released, null, void, and of no force or effect whatsoever.
- 43. Owners and Association shall not object to annexation if requested by the City of Carmel.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the day and year first above written.

BRAMALEA INDIANA, INC.

By: Jeffrey P. Keck
Jeffrey P. Keck - Vice President

9446265

By:  S.V.P.
Luigi L. Favri - Senior Vice President and Treasurer

This instrument prepared by Jeffrey P. Keck, Bramalea Indiana, Inc., 3535 East 96th Street, Indianapolis, Indiana, 46240.

PROVINCE OF ONTARIO, CANADA)
) SS:

Before me, a Notary Public in and for the Province of Ontario, Canada, personally appeared Jeffrey Keck and Luigi Favri, the Vice President and Senior Vice-President, respectively, of Bramalea Indiana, Inc., who, having been duly sworn, acknowledged the execution of the foregoing ~~Second Mortgage for and on behalf of said partnership.~~ document.

Witness my hand and Notarial Seal, this 2nd day of November, 1994.

CHICAGO TITLE

Mark William Stewart
Notary Public

MARK WILLIAM STEWART
Printed



My Commission Expires:

MY COMMISSION
DOES NOT EXPIRE

My County of Residence:

TORONTO, ONTARIO

This instrument was prepared by Constance J. Goodwin, Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204.

This instrument should be returned following recording to: JEFF KECK

410 BRAMALEA INC.
3535 EAST 96TH ST., Suite 101
INDIANAPOLIS, IN 46240

9446265

EXHIBIT A

A part of the Northwest Quarter of Section 4, Township 17 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana and described as follows:

Beginning at the Northwest corner of said Northwest Quarter; thence North 89 degrees 48 minutes 24 seconds East (an assumed bearing) along the North line of said Northwest Quarter a distance of 181.81 feet to the Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East of the Second Principal Meridian; thence continuing along the North line of the Northwest Quarter of said Section 4, South 89 degrees 59 minutes 07 seconds East 1292.49 feet to the Northwest corner of the Plat of Crooked Stick Estates Section 2, recorded in Plat Book 5, pages 152 through 154 in the Office of the Hamilton County Recorder's Office; thence South 00 degrees 24 minutes 58 seconds West along the West line of said Crooked Stick Estates Section 2 a distance of 1213.63 feet; thence South 90 degrees 00 minutes 00 seconds West 183.51 feet; thence North 00 degrees 00 minutes 00 seconds West 60.30 feet; thence South 90 degrees 00 minutes 00 seconds West 221.50 feet; thence North 02 degrees 02 minutes 04 seconds East 52.39 feet; thence North 50 degrees 04 minutes 36 seconds West 200.67 feet; thence South 80 degrees 03 minutes 51 seconds West 172.88 feet; thence North 86 degrees 23 minutes 14 seconds West 290.99 feet; thence South 22 degrees 05 minutes 31 seconds West 116.38 feet; thence South 90 degrees 00 minutes 00 seconds West 140.13 feet; thence North 00 degrees 00 minutes 00 seconds West 12.16 feet; thence South 90 degrees 00 minutes 00 seconds West 271.68 feet to the West line of said Northwest Quarter; thence North 00 degrees 24 minutes 58 seconds East along said West line 1079.07 feet to the point of beginning.

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This Instrument Recorded NOV 07 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

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