

COVENANTS AND RESTRICTIONS OF "KENNESAW"

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

1. **Definitions.**

- A. **"Committee"** shall mean the Architectural and Environmental Control Committee composed of Bill Khamis, Elsa Khoury and Stephen Goldberg, 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.
- B. **"Owner"** shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a Lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. **"Association"** shall mean the Kennesaw Property Owners Association as created by the Developer.
- D. **"Developer"** shall mean Kennesaw Development Corp. or their assigns.
- E. **"Plat" or "Plats"** shall mean the subdivision plat or plats for Kennesaw, Brown Township, Hendricks County, Indiana.
- F. **"Development"** shall mean and refer to the residential development known as Kennesaw, 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.
- G. **"Development Period"** shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.
- H. **"Easements"** shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements and "Landscape Easements" which are referenced on the plat.

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- I. **"Lot"** shall mean any numbered parcel of real estate shown and identified as a Lot on the Plat.
- J. **"Common Areas"** shall mean those areas on the plat or plats marked as Block A and Block B 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 use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
 3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and
 4. 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 Kennesaw Property Owners Association. These areas shall be conveyed to Association and shall be accepted by such at such time as deemed necessary by Developer.

2. **Land Use.** Lots shall be used only for single family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining Lots for the purpose of building one dwelling across the common Lot line, any side Lot line set back restrictions or regulations shall not apply to said common Lot line. No structure shall be built across Lot lines coinciding with drainage easements, and utility easements.
3. **Dwelling Size.** All dwellings shall be Georgian or Revival style architecture. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a one single-family residence not to exceed three stories in height. Dwellings on all Lots shall have, at a minimum, three-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 3500 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, deck and patios shall be not less than 1800 square feet, with no less than a total of 3500 square feet of finished floor space in such two-story structure.
4. **Building Material.** All exterior building material shall be either brick, stone or a combination of same and shall be extended to the finished grade on all sides of the building. No other exterior building material shall be used except upon approval by the Developer in writing. A minimal amount of cedar trim or comparable material may be approved by Developer. Any and all retaining walls extending beyond the exterior

residential structure walls shall be the same material as the exterior residential structure walls. All roof shingles shall be of architectural design with a minimum specification standard of 300 pounds. All roof shingles, including variation in the minimum specification standards, shall be approved by the Developer in writing. Exterior chimneys shall be masonry, unless otherwise approved in writing by Developer.

5. **Building Lines.** Front 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.
6. **Roof Pitch.** All dwellings and garages shall have a roof pitch not less than 8/12, unless approved otherwise by the Committee.
7. **Utilities.** Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.
8. **Drainage.** Drainage of each lot shall be in conformity with the general drainage plan of the subdivision.
9. **Temporary Residence.** No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot except within a garage.
10. **Business.** No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.
11. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.
12. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) 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.

13. Covenants for maintenance assessments through Kennesaw Property Owners Association.

- A. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of Kennesaw hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- B. Purposes 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 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. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Kennesaw shall be in the amount Three hundred sixty and no/100 Dollars (\$360.00) per each Lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each Lot. All such assessments shall be paid to the Treasurer of the Kennesaw Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Kennesaw Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any Lots owned by them or otherwise.
- 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. Provided 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. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the 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.
- F. **Quorum for Any Action Authorized under Sections D and E.** The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. **Date of Commencement of Annual Assessments. Due Dates.** The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a Lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. 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 Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.
- H. **Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in 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. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment or any assessment therein stated to have been paid.
- I. **Effect of Non-Payment of Assessment. The Personal Obligation of the Owner. The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a

continuing lien of the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed ten dollars (\$10.00) shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the 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 and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

- J. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.
- K. **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) 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; (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 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. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.
- L. **Voting Board and Developer.** Each owner of a Lot in the Development of Kennesaw shall be a member of said Association and shall have one (1) vote for all matters coming before the Association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of five (5) members, which Initial Board shall serve until the sale of twenty (20) lots in the Development or until December 31, 2007, whichever first occurs.
14. **Subdivision/One Building Per Lot.** No additional subdivision of any Lot shall be made without the written consent of the Developer and any appropriate government bodies; further, no more than one (1) building shall be built on any Lot; however, this restriction

shall not include pool house, gazebos or similar structures which have been approved by the Developer.

15. **Membership.** All Lots and owners thereof shall belong to the Kennesaw Property Owners Association and shall be governed by the By-Laws of such Association.
16. **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. 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.
17. **Appurtenances, Improvements and Other Permanent Structures.** No appurtenance, improvement or other permanent structure shall be constructed or placed on any Lot without prior written approval from the Committee. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities and tennis courts. Permanent structures must be given some architectural treatment and be constructed of same materials as main structures. No exterior alterations of any existing building may be permitted without the prior approval of the Committee. No second story additions are permitted. No additional windows, platforms, etc., which invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:
 - A. **Garages.** All garages shall be rear entry or side entry attached garages; any other garage entries shall be approved by the Committee. Garages are to be given the same architectural treatment and be constructed of the same materials as the main structure.
 - B. **Driveways and Sidewalks.** All driveway areas shall be concrete or brick. Each Lot owner agrees to maintain sidewalks on that Lot, at the Lot owner's expense. Each Lot owner shall concrete or brick the driveway within three (3) months after completion of a single family dwelling. Concrete sidewalks with a minimum of five (5) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

- C. Flashing, Vents, Louvers, Etc. The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Committee. Pipes, vents & louvers shall be on back elevation of home.
- D. Swimming Pools. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by the Developer prior to commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Committee for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during construction. No lighting of a pool or other recreation area will be installed without the approval of the Committee and, if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting.
- E. Tennis Courts. No tennis court shall be constructed without prior approval of the Committee. Any tennis court approved by the Committee shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Committee for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court. No tennis court shall be erected or placed on any Lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.
- F. Fences. Fences on individual Lots (with the exception of fences enclosing tennis courts) shall be a minimum height of four (4) feet and a maximum height of eight (8) feet. No fence shall extend toward the front or street-side property line beyond the front or sidewall of the residence, except as approved by the Committee in writing. Only brick or wrought iron privacy fences will be permitted. There shall be no chain link fencing permitted on any Lot. No board fencing shall be permitted. All fencing plans must be submitted for approval by the Committee in advance of construction. All plans must include a plot plan depicting the location and a diagram and/or picture describing the fence and fencing material. Committee retains the right to use farm field fences or other necessary fencing in undeveloped areas.
- G. Air Conditioning and Utility Areas. Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Committee. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.
- H. Mailboxes. All mailboxes shall be of uniform architectural design as determined by the Committee.

- I. **Satellite Dishes.** Satellite dishes of approximately 18" in diameter may be erected if not visible from front elevation. Large dishes will not be permitted.
- J. **Clothes lines.** No outside clotheslines shall be erected or placed on any Lot.
- K. **Sign.** No signs of any kind shall be displayed on any Lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Committee.
- L. **Lighting.** No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any Lot which is found to be objectionable by the Committee. Upon being given notice by the Committee that any exterior light is objectionable, the owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.
18. **Utility Building and/or Barn.** There shall be no storage or utility buildings, barns, or other outbuildings on any Lot within the subdivision.
19. **Storage Tanks.** Any gas or oil storage tanks used in connection with a Lot shall be located within a garage or house such that they are completely concealed from public view.
20. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision.
21. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
22. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any home site except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any home site unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.
23. **Landscaping During Construction.** During construction, builders shall be responsible for the following:
- A. Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, tilling or any ground disturbance shall not be allowed within the drip line of existing trees that are to remain.

- B. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a Lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Association shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the Lot.
- C. No construction material or equipment or debris shall be placed on any Lot, other than the Lot on which a structure is being built, whether said Lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site.
- D. Run off and erosion shall be controlled on site during construction while the site is disturbed.

24. **Permanent Landscaping Plans.** All permanent landscaping plans must be approved in writing by the Committee prior to planting. The landscaping plan submitted to the Committee for approval shall including the following requirements:

- A. Landscaping, including seeding or sodding, shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Committee.
- B. No existing living trees greater than 12" in diameter shall be cut or removed without prior written approval from the Committee.
- C. Landscape plans and designs for each Lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and laws designed to compliment the architectural character of the residence in form, location and scale. Use of plant material of advanced maturity and highest quality should be used to give the property a finished and established feeling.
- D. No hedges shall be planted on any Lot unless its placement and planting are approved in writing by the Committee.
- E. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.
- F. No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.

25. **Maintenance of Lots and Improvements.** Each Lot owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall

not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All Lots, whether improved or not, shall be mowed by the Lot owners or their designated representatives at least twice during each of the months of April through September.

26. **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.
27. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.
28. **Crawl Space and Foundation Drains.** No crawl spaces or foundation drains shall be constructed so as to discharge water onto a street.
29. **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.
30. **Play Equipment.** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.
31. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in these Restrictions. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.
32. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.
33. **Gardens.** No garden shall be visible from any street.
34. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and

in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.

35. **Rules Governing Building on Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. 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).
36. **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.
37. **Improvements in Lake or Lake Area.** There shall be no fences, piers, decks or other structures or improvements made within the lake or lake area without approval of the Committee and Association.
38. **Street Lights at Intersections.** Developer may install streetlights at any intersection and may transfer said light and obligations to the Association.
39. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee may require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.
40. **Enforcement.** Any owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney's fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the

owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

41. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lots has been recorded agreeing to change said covenants in whole or in part.
42. **Severability.** Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

All lots in the development are placed on notice that Brownsburg Christian Church, adjoining owner, may eventually expand its facilities to include school, gymnasium and other church related structures.

All lots in the development are placed on notice that a gas line is located within the development.

LAND DESCRIPTION

A part of the North East Quarter of Section 27, Township 17 North, Range 1 East, Brown Township, Hendricks County, Indiana, being more particularly described as follows:

Beginning at the North sixteenth corner of said quarter section, said point being marked by a railroad spike as referenced by the Hendricks County Surveyor's Office; thence South 00 degrees 22 minutes 49 seconds East (Geodetic bearing based upon GPS observations) 323.49 feet along the west line of the east half of said quarter section and the west line of the Gates Subdivision, Section 1 as recorded in the Hendricks County Recorder's Office in Plat Book 7, Page 48, to the southwest corner of said subdivision and being marked by an iron pin with an orange plastic cap stamped "P.O.C. SURV #29300018" (hereinafter referred to as a "iron pin"); thence North 89 degrees 49 minutes 06 seconds East 168.77 feet along the south line of said subdivision to an "iron pin"; thence South 00 degrees 22 minutes 49 seconds East 1448.92 feet parallel with the west line of said east half, to the south line of the "27 acres of uniform width from north to south off of and across the entire north side of the south half of the north east quarter of Section 27" as described in Deed Book 149, Page 560-561 and in Deed Book 202, Page 182 as recorded in said Recorder's Office, said point being marked by an "iron pin"; thence South 89 degrees 47 minutes 38 seconds West 168.77 feet along said south line to a point on the west line of said east half, said point being marked by an "iron pin"; thence South 89 degrees 47 minutes 38 seconds West 1332.63 feet, continuing along said south line to an "iron pin" set on the west line of said quarter section; thence North 00 degrees 35 minutes 36 seconds West 1774.27 feet along the west line of said quarter section to a P.K. nail found at the Northwest corner of said quarter section as mentioned in the previous deed description, Deed Book 350, Page 708; thence North 89 degrees 52 minutes 07 seconds East 1339.23 feet along the north line of said quarter section to the Point Of Beginning, containing 60.000 Acres, more or less,



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