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93028761

RESTRICTIVE COVENANTS

We, the undersigned MILESTONE DEVELOPMENT, INC. owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as OLDFIELD ESTATES, an addition to the City of Greenwood, Johnson County, State of Indiana. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

CHARACTER OF DEVELOPMENT.

A. In General. Every numbered lot platted as a part of the Development is for residential purpose. No structure shall be erected, placed, or permitted to remain upon any of said residential lots except a single-family dwelling house and such outbuildings as are usually accessory to a single-family house.

B. Residential Use Of Accessory Outbuilding Prohibited. No accessory outbuilding shall be erected on any of the residential lots prior to the erection thereon of a single-family dwelling

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houses, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy.

C. Occupancy Or Residential Use Of A Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purpose or human habitation until it shall have been substantially completed and an occupancy permit issued by the City of Greenwood.

RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the regular plat within the Development, but shall in no case contain less than 1300 square feet for a one-story dwelling. One and one half story dwellings shall contain no less than 1750 square feet of living area, exclusive of the above restrictions. Two story dwellings shall contain no less than 1900 square feet of living area, exclusive of the above restrictions.

B. Garages Required. All residential dwellings shall have 2-car attached garages in the same construction as the dwelling. There shall be no detached garages.

C. Outbuilding. Outbuilding shall be permitted on residential lots by permission of the Architectural Control Committee. A plat of the lot showing the location of the structure, an elevation of the structure, and a description of the structure showing the decorating and the construction specs shall be submitted to the Committee with the request for approval.

D. Fences. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the

street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be constructed of vinyl coated chain link, between 36" and 48" in height and shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. Wood privacy fences shall be permitted around pool areas and deck areas by approval of the Architectural Control Committee. A plat of the residential lot showing the location, the height, the specifications of material and construction shall be submitted to the Committee with the request for approval.

E. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the development shall be of a masonry construction on the first level with wood siding products used on upper levels of two story structures. All windows used in the construction of the residents shall be of wood construction. Vinyl or aluminum soffets are permitted for use in the development. Changes in these standards must be approved by the Architectural Control Committee. Any request should include the elevation of the change and a specification of the material being used.

F. Sale Of Lots By The Developer. Every lot within the development shall be sold to an approved builder or developer by the Developer. No lots shall be conveyed to another entity without having the finished structure in place. Approved builders or developers may

exchange lots among themselves to facilitate a building contract.

G. Diligence In Construction. Construction of residential units on all lots shall commence within six (6) months of closing unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process. If the terms of this paragraph are not met, then the Architectural Control Committee may re-enter, take possession of said lot, without notice, sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of said lot at the time of sale.

H. Maintenance Of Lots And Improvements. Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the Architectural Control Committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Architectural Control Committee shall have a lien against said real estate for the expense thereof.

I. Issuance Of Building Permits. Notwithstanding compliance with the foregoing minimum living area requirements, the Planning Department Of The City Of Greenwood, Indiana, shall not issue an Improvement Location Permit or Building Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be in substantially the following form, by example, to-wit:

THIS SITE AND BUILDING PLAN FOR LOT _____
IN OLDFIELD ESTATES, SECTION _____, HAS BEEN
APPROVED FOR PERMITS AND CONSTRUCTION BY

(NAME OF THE BUILDING CONTRACTOR)
AS REQUIRED BY THE PLAT OF OLDFIELD ESTATES.

OLDFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

BY _____

J. General Conditions.

1. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of 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, to serve the needs of the subdivision and adjoining ground and/or public drainage systems: and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. 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 by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within Oldefield Estates, upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer or utility easement. No trees or shrubs or other obstructions shall be placed on any easement.

2. No building or other structure shall be erected, placed upon, altered or repainted on any lot in this subdivision until building plans, specifications, and plot plans, are approved as to the conformity and harmony of external design with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by an Architectural Control Committee composed of WILLIAM & BARBARA TERRY, or by their successors. In the event of the death, disability or resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the Architectural Control Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the Architectural Control Committee, MILESTONE DEVELOPMENT, INC., shall elect a new Architectural Control Committee for the purposes set forth in these covenants.

3. Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Greenwood Plan Commission or Greenwood Board of Zoning Appeals.

4. If the parties hereto, or any of them, 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 any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting such

covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

5. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alteration of structures or driveways are subject to Architectural Control Committee approval.

6. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

7. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

8. No farm animals, fowl, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

9. 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 neighborhood.

10. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulation or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.

11. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants. No vehicle shall be parked on any street for more than six (6) hours in any 24-hour period.

12. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.

13. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than the normal convenience lighting.

14. No external laundry drying devices of any type shall be permitted on any residential lot.

15. No above ground swimming pools.

16. No signs of any nature, except real estate signs that are used for the resale of residential property, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the Architectural Control Committee, or as used by the undersigned, and its agents in the development of the properties and the maintenance thereof during such development.

17. No television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas for any purpose shall be permitted. No satellite dish antennas will be permitted.

18. No basketball goals shall be attached to any residential structure. Goals may be erected only after approval of the Architectural Control Committee. A plat showing the location of said goal (behind the front setback line) and the type of goal and post to be used should be submitted.

19. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot or easement within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited.

20. No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.

21. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Plan Commission of the City of Greenwood and the

requirements of all drainage permits for the plat issued by Greenwood.

22. Drainage swales or ditches along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works and Safety. No other obstruction of drainage swales or ditches will be permitted at any time.

23. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works and Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

24. In the event of a dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the Architectural Control Committee, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

25. It is expressly understood that the Architectural Control Committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those

lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance, or other activity. Such assessments shall be for all costs reasonably incurred inclusive of arbitration and/or attorneys' fees.

28. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than twelve percent (12%) per annum. The Architectural Control Committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the Architectural Control Committee, or such member, in collecting the same. If the Architectural Control Committee has provided for collection of any assessment in installments, the committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein 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 pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became

due 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. The Architectural Control Committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the Architectural Control Committee, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or any property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

HOMEOWNER'S ASSOCIATION

Section 1. Time of Creation. Every person or entity who is a recorded owner of a fee interest in any lot which is part of the property covered by the covenants and restrictions for that subdivision commonly known as the Oldefield Estates shall be, upon its creation, a member of the Oldefield Estates Homeowner's Association. The aforesaid homeowner's association shall be created when the developer of said subdivision shall complete the development of all sections and when all lots in all sections are sold. The developer, Milestone Development Corporation shall have the option, at its sole discretion, to start the homeowner's association at such earlier date as said developer may deem appropriate. No person or entity who holds an interest in the real estate hereinunder consideration, which is merely a security for the performance of an obligation shall be deemed to be a member of the homeowner's association.

Section 2. Voting Rights. Only one (1) person having an interest in each lot in any of the sections of the Oldefield Estates Subdivision shall be permitted to vote at any meeting of the homeowner's association. In the event that there are two (2) or more persons or entities having an interest in any given lot, then

at the commencement of said meeting, said owners or persons having an interest in said lot shall provide to the chairman of said meeting a written declaration as to who will be voting the interests of said lot during said meeting. The failure of said owners to provide said written declaration shall cause all owners of said lot to forfeit their right to vote during said meeting. Under no circumstances shall more than one (1) vote be cast with respect to any lot in any section of the subdivision hereinafter consideration.

Section 3. Lien and Personal Obligation of Assessments. Each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay into the Homeowner's Association all annual assessments or charges, special assessments for capital improvements, and all assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property upon which such assessment is made. Each such assessment, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property (lot) at the time when the assessment fell due.

Section 4. Purpose of Assessments. The assessment levied by the Homeowner's Association shall be used exclusively for the purpose of promoting the Oldefield Estates Subdivision and may include, but be not limited to, provisions for recreation, health, safety and welfare of the residence in said subdivision and in particular, for the improvement and maintenance of the common properties within said subdivision. Notices of such assessments may include but be not limited to, the payment of taxes and insurance for the common properties, including signage, the payment of any applicable utility charges, the employment of such professionals as are required to facilitate or enforce the actions of the Homeowner's Association, and the doing of all other things necessary for the furtherance of

the purposes of said Homeowner's Association.

Section 5. Maximum Annual Assessment. The maximum annual assessment which may be imposed on an annual basis shall not exceed Ten Dollars (\$10.00). This maximum annual assessment may be increased by a vote of the members of the Homeowner's Association as hereinafter provided for the next succeeding two (2) year period and at the end of each such period of two (2) years for each succeeding period of two (2) years. The Board of Directors of the Homeowner's Association may, after consideration of all expenses, fix the actual assessment for any year at an amount less than herein provided. To change the maximum annual assessment, a two-thirds vote in favor thereof of all members of the Homeowner's Association shall be required. Said votes are to be cast at a meeting duly called for said purpose after written notice of said meeting shall have been given to all members thereof at least thirty (30) days in advance of said meeting. said written notice shall state the purpose of said meeting.

Section 6. Quorum. A quorum for any meeting of the Homeowner's Association shall be a simple majority of those persons or entities having an interest in the lots within the subdivision hereinafter consideration. For purposes of determining the quorum, only one (1) person for each lot may be counted. All votes required to be taken shall be deemed to have been passed, except as hereinbefore provided, upon a majority vote. A majority of the Board of Directors shall be deemed to be three (3) members.

Section 7. Board of Directors and their Duties. The Board of Directors shall consist of a president, vice-president, secretary and treasurer who shall be elected on an annual basis from the membership of the Homeowner's Association. The developer shall, prior to his completion of the development of all sections of the subdivision hereinafter consideration, fix the date of the first meeting of the Homeowner's Association. Thereafter, the Board of Directors shall fix said date which shall be not less frequently than once per annum. The Board of Directors shall be responsible for preparing a roster of those properties and the owners thereof

who are deemed to be members of the Homeowner's Association, which roster shall be current to within thirty (30) days prior to said meeting. The aforesaid roster shall further show any assessments which are unpaid at that time.

Section 8. The books and records of the Homeowner's Association shall be deemed to be public record and subject to the scrutiny of any member of the Homeowner's Association at any time upon reasonable notice.

Section 9. Effective Non-Payment of Assessments, Liens and Remedies of the Association. If the assessments are not paid on the date or dates when due, which dates shall be established by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, become a continuing lien on the property and shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. If any installment of assessment or special assessment is not paid for a period of ten (10) days after the due date, then all installments of said assessment or special assessment shall be deemed to be accelerated and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The Board of Directors is hereby authorized to take such action, inclusive of legal proceedings, as may be deemed necessary to collect such assessments, provided that thirty (30) days written notice shall be given prior to the commencement of such action. In the event that an assessment or special assessment shall remain unpaid after the giving of the notice as herein required, then that lot owner who shall be in default on the payment of said assessment or special assessment shall be responsible for all costs of collection incurred.

**COVENANTS AND RESTRICTIONS
RELATIVE TO LAKE LOTS IN OLDEFIELD ESTATES**

Section 1. Lake Area. The lake area located on Oldefield Estates shall be owned and controlled as tenants in common by the

owners of lots numbered 4 through 9. The undivided ownership interest of each lot owner shall be deemed to be one sixth.

Section 2. The owners of the lots who have an ownership interest in the lake referenced in Section 1 shall have the exclusive rights to the use and enjoyment of said lake, provided, however, such use and enjoyment of said lake may not interfere with the drainage system of the subdivision of which the lake is a part.

Section 3. The developer of the Oldefield Estates subdivision shall have exclusive control of the aforesaid lake until such time as said developer, in its sole discretion, shall relinquish control of the lake area. It shall be the responsibility of the developer until he relinquishes control, and the owners of the lots hereinunder consideration thereafter to maintain, repair and provide upkeep for said lake. There is hereinafter created a Board of Managers who shall by majority vote, establish the rules and regulations which shall be followed by those entitled to use said lake.

Section 4. The Board of Managers shall consist of one member of each household who are the owners of the lots described in Section 1 above. In addition, the Chairman of the Homeowner's Association shall be an ex-officio member and shall be permitted to vote only for the purpose of breaking ties.

Section 5. Upon the determination of the developer to relinquish control of the lake area pursuant to these covenants, the homeowners identified in Section 1 hereof, shall be responsible for establishing a Board of Managers, the rules of the lake, the rules of the Board, and for making such assessments as are necessary to maintain said lake and do all other things imposed upon said Board of Managers by these covenants. Each of the lot owners identified in Section 1 hereof shall have one (1) vote in the conduct of the business of said Board. The aforesaid Board shall have one (1) stated meeting which stated meeting shall be the first Saturday in March of each calendar year. The board members may call such other meetings throughout the year as are reasonably required to conduct the business of said board.

Section 6. The Board of Managers shall be responsible for selecting a chairman, a vice-chairman, a treasurer and a secretary from among their number who shall be responsible for performing the duties traditionally assigned to said offices. The Board of Managers shall be responsible for establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake, and such budget shall be established annually at the annual meeting provided for in Section 5 hereof. Said budget shall be for the ensuing twelve (12) month period.

Section 7. Any assessment imposed by the Board of Managers upon the owners of the lots described in Section 1 hereof shall be equally paid by each lot owner within thirty (30) days of the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 8. Assessments for maintenance shall be a lien upon the lots referenced in Section 1 hereof, and said liens shall be subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any co-owner subject to these lake covenants. By acceptance of a deed of title to the lots described herein in Section 1, the Grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 9. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member, upon giving notice in writing designating a time and place not less than seven (7) days from the date of the notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved. In the event of a tie vote, the developer, if he is still involved in the management of the subdivision, or the chairman of the homeowner's association shall cast the deciding vote.

Section 10. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget, a sufficient sum to provide insurance from liability in

favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.

Section 11. No voting member or other third party shall be permitted to do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse effect upon water quality, drainage of the subdivision or proper lake management. The Board of Managers by majority vote on behalf of the property owners referenced in Section 1 hereof, together with the Greenwood Board of Public Works shall have the authority to institute an action for injunction to abate any activity or seek mandatory relief for correction of any damages caused to the lake or interference with drainage system, together with any damage incurred, and upon recovery of judgment shall be entitled to costs and reasonable attorneys' fees.

THE RIGHT OF ENFORCEMENT of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures or other violations erected or maintained in violation thereof, is reserved to the Architectural Control Committee, and the owners of the lots in the subdivision, their heirs and personal representatives, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Architectural Control Committee, or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Plan Commission of the City of Greenwood, its successors or assigns.

INVALIDATION OF ANY OF THESE COVENANTS AND RESTRICTIONS or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

WITNESS MY HAND AND SEAL THIS 14 DAY OF Dec., 19 93

B.J. Terry Pres.
B.J. TERRY, PRESIDENT
MILESTONE DEVELOPMENT, INC.

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public, in and for Johnson County, Indiana, personally appeared A. J. Terry and acknowledged execution of the foregoing instrument as her voluntary act and deed, for the purpose expressed herein.

Witness my hand and seal this 14th day of December, 1993

Notary Public Linda J. Westland
Linda J. Westland
Residing in Johnson County
My Commission Expires April 27, 1997

Dec 14 2 36 Pm '93

RECEIVED FOR RECORD
BOOK 66 PAGE 586
JACQUILINE E. KELLER
JOHNSON COUNTY RECORDER

PREPARED BY:
MILESTONE DEVELOPMENT INC.
200 N. EMERSON AVENUE SUITE " C "
GREENWOOD, INDIANA 46143

RECEIVED FOR RECORD
JOHNSON COUNTY RECORDER
JEAN HARMON

97002707

97 FEB 12 AM 9:24

STATE OF INDIANA }
COUNTY OF JOHNSON }

SURVEYOR'S CERTIFICATE OF CORRECTION

I THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THE PLAT OF OLDFIELD ESTATES SECTION THREE RECORDED IN PLAT CABINET "O" PAGES 6 A & B WAS PREPARED BY PROJECTS PLUS.

I FURTHER CERTIFY THAT THE ABOVE PLAT WAS INCORRECTLY RECORDED WITHOUT UTILITY EASEMENTS ALONG THE LOT LINE COMMON TO LOT 82 AND LOT 83 IN SAID OLDFIELD ESTATES SECTION THREE AND THAT SAID PLAT SHOULD BE CORRECTED TO SHOW 5' FOOT UTILITY EASEMENTS ALONG BOTH SIDES OF THE LOT LINE COMMON TO LOT 82 AND LOT 83 AS SHOWN ON THE ATTACHED EXHIBIT "A".

CERTIFIED THIS 7TH DAY OF FEBRUARY, 1997



Michael L. Bishop

MICHAEL L. BISHOP, L.S.
REGISTERED LAND SURVEYOR NO. S0511
STATE OF INDIANA


THIS INSTRUMENT PREPARED BY:

PROJECTS PLUS
2555 FAIRVIEW PLACE, SUITE "A"
GREENWOOD, INDIANA 46142
(317) 882-5003

KEN ZIMSTIEV

EXHIBIT "A"

OLDFIELD ESTATES SECTION THREE GREENWOOD, JOHNSON COUNTY, INDIANA

 ATTRIBUTE CORRECTED FROM ORIGINAL RECORDING

NOTE:
LOT 61 OF THIS SECTION HAS BEEN OMITTED.

