

DEC 2 1987

AMENDED RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE OVERLOOK - FIRST SECTION

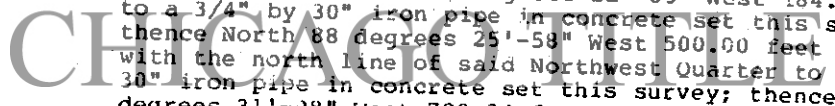
John Grigsby and Jarex Corporation, by its duly authorized representative, as joint venturers in Grigsby Venture, do declare the restrictions and covenants upon the real estate shown and described in Plat Book 6 at pages 83 to 83-H in the Office of the Recorder of Shelby County on the 7th of October, 1987, to be amended and supplemented as stated in this amendment.

John Grigsby and Jarex Corporation, by its duly authorized representative, as joint venturers in Grigsby Venture, and hereinafter referred to collectively as Grigsby Venture, state:

1) That as joint venturers, John Grigsby and Jarex Corporation still are the owners of the following described real estate located in Shelby County, Indiana, to-wit:

Part of the Southwest Quarter of Section 8, and part of the North Half of Section 17 all located in Township 12 North, Range 7 East of the Second Principal Meridian in Shelby County, Indiana, being a part of the land as deeded to Kenneth R. and Ruth E. Graham as recorded in said County Recorder's Deed Record 212, page 117 and more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 17, marked by a Shelby County Surveyor's Standard Monument; thence South 88 degrees 25'-58" East (Bearing Assumed) 92.43 feet along the north line of said Section to the centerline of State Road 9, thence South 08 degrees 34'-39" East 189.51 feet along said centerline to a railroad spike set this survey at the point of beginning; thence South 08 degrees 34'-39" East 487.67 feet along said centerline to a railroad spike set this survey; thence North 88 degrees 25'-58" West 900.00 feet parallel with the north line of said Northwest Quarter to a 3/4" by 30" iron pipe in concrete set this survey; thence North 34 degrees 22'-08" West 184.53 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence North 88 degrees 25'-58" West 500.00 feet parallel with the north line of said Northwest Quarter to a 3/4" by 30" iron pipe in concrete set this survey; thence North 03 degrees 31'-08" West 720.33 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence North 21 degrees 00'-54" East 819.85 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence North 29 degrees 45 minutes 41 seconds East 241.66 feet to the west corner of Lot 29 in Kenwood Terrace Section Two as recorded in said County Recorder's Plat Book 6, page 19 and marked by an existing 5/8 inch rebar; thence South 54 degrees 58 minutes 05 seconds East 145.61 feet (North 55 degrees 01 minutes 30 seconds West 145.68 feet plat) along the south line of Lot 29 in said Kenwood Terrace to an existing 1" iron pipe; thence South 52 degrees 23 minutes 23 seconds East 138.26 feet (north 52 degrees 26 minutes 00 seconds West 138.60 feet plat) to the beginning Curve #14 on the south right-of-way line of Hillview Drive in said Kenwood



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Shelby County Recorder

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Terrace marked by an existing 1 inch iron pipe; thence South 50 degrees 28 minutes 42 seconds East 96.48 feet (North 50 degrees 25 minutes 00 seconds West 96.72 feet plat) along the south right-of-way line of said Hillview Drive to an existing 1 inch iron pipe; thence South 00 degrees 00 minutes 30 seconds West 308.55 feet (North 00 degrees 00 minutes 00 seconds 308.33 feet plat) along the west line of Lot 30 in said Kenwood Terrace to the southwest corner thereof marked by an existing 1 inch iron pipe; thence South 40 degrees 24 minutes 43 seconds West 310.16 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence along a nontangent curve to the right 28.03 feet, said curve having a delta of 22 degrees 56 minutes 28 seconds, a radius of 70.00 feet and a chord bearing and distance of South 38 degrees 07 minutes 03 seconds East 27.84 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 26 degrees 38 minutes 47 seconds East 96.42 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence along a tangent curve to the left 10.55 feet, said curve having a delta of 04 degrees 38 minutes 59 seconds, a radius of 130.00 feet and a chord bearing and distance of South 28 degrees 58 minutes 16 seconds East 10.55 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 58 degrees 42 minutes 12 seconds West 19.54 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 05 degrees 16 minutes 13 seconds West 245.00 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 12 degrees 04 minutes 18 seconds West 130.82 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 80 degrees 03 minutes 02 seconds East 205.33 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 07 degrees 46 minutes 36 seconds West 9.06 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence along a tangent curve to the right 24.76 feet, said curve having a delta of 20 degrees 15 minutes 55 seconds, a radius of 70.00 feet and a chord bearing and distance of South 17 degrees 54 minutes 34 seconds West 24.63 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 61 degrees 57 minutes 27 seconds East 189.54 feet to a 3/4" by 30" iron pipe in concrete set this survey; thence South 88 degrees 25 minutes 58 seconds East 310.56 feet parallel with the north line of the Northwest Quarter of said Section 17 to a 3/4" by 30" iron pipe in concrete set this survey; thence South 08 degrees 34 minutes 39 seconds East 7.05 feet parallel with the centerline of said State Road 9 to a 3/4" by 30" iron pipe in concrete set this survey; thence North 81 degrees 25 minutes 21 seconds east 291.16 feet to the point of beginning, subject to all easements of record and containing in all 28.700 acres.

Also described as Lots 1 through and including 36 of The Overlook, Section 1, as shown in Plat Book 6 at pages 83 through 83-H (hereinafter said real estate referred to as the Described Real Estate).

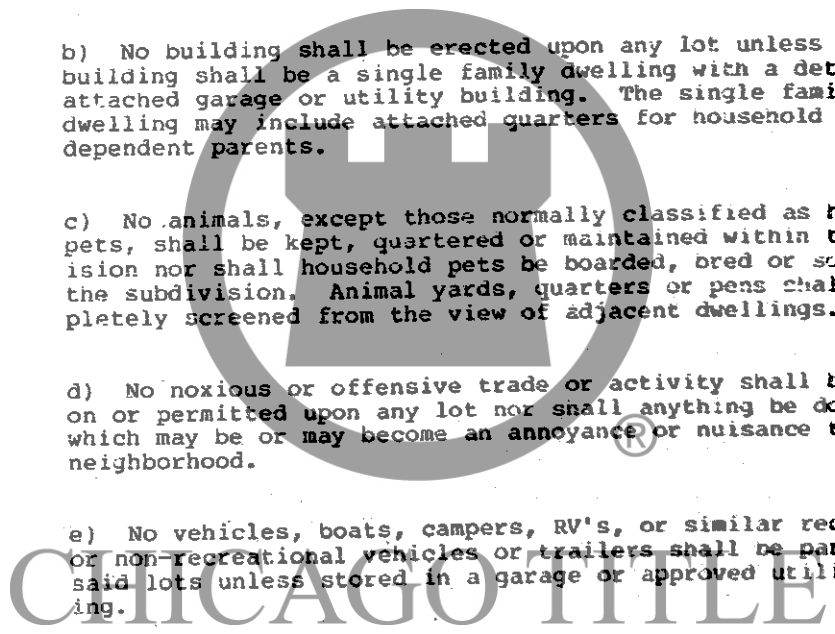
2) That in conjunction with the plat described above, Grigsby Venture recorded a document entitled "Restrictions and Protective Covenants For The Overlook - First Section" on the

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7th of October, 1987, as shown in Miscellaneous Record 74 at page 518 through 520 in the Office of the Recorder of Shelby County, Indiana, which Restrictions and Covenants Grigsby Venture now desires to amend and does amend as hereinafter provided.

3) That Grigsby Venture hereby subject and impress upon the Described Real Estate the following restrictions and covenants for the mutual benefit and protection of the owners, present and future, of any and all lots in The Overlook, First Section; that said restrictions and covenants shall run with the land and shall inure to the benefit of and be enforceable by the owners of any and all lots of The Overlook, their respective legal representatives, heirs, successors, grantees and assigns, all as follows:

- a) No lot in the subdivision shall be used for any purpose other than residential purposes.
- b) No building shall be erected upon any lot unless such building shall be a single family dwelling with a detached or attached garage or utility building. The single family dwelling may include attached quarters for household help or dependent parents.
- c) No animals, except those normally classified as household pets, shall be kept, quartered or maintained within the subdivision nor shall household pets be boarded, bred or sold within the subdivision. Animal yards, quarters or pens shall be completely screened from the view of adjacent dwellings.
- d) No noxious or offensive trade or activity shall be carried on or permitted upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- e) No vehicles, boats, campers, RV's, or similar recreational or non-recreational vehicles or trailers shall be parked on said lots unless stored in a garage or approved utility building.
- f) Conveyance of all lots in this addition will be by lot numbers with reference to the plat. Conveyance of all lots in this addition will be made subject to the restrictions herein set forth by reference only to the plat book and page thereof where said restrictions appear of record in the office of the Recorder of Shelby County, Indiana.
- g) Easements are reserved for the installation, operation, maintenance and removal of utilities and drainage facilities where shown on the plat and called for in the certificate of Ownership, Consent and Dedication.



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h) Drainage swales along streets shall be preserved and kept unobstructed by the owner of each lot across or upon which said swale crosses. Each driveway over a drainage swale shall have an adequate size pipe of not less than 12" diameter to accommodate drainage and shall be corrugated metal pipe no less than 16 gauge steel or 14 gauge aluminum pipe, complete with end sections. This pipe shall be installed at an elevation which is 24" below the street pavement grade at the center of the street and shall be installed prior to start of construction of the house. All construction traffic will be required to enter the lot at the driveway entrance. The driveway entrance location, design and specifications require the approval of the Architectural Control Committee as set out in these covenants.

i) Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a site plan showing the location of the structure(s), driveway(s) and landscaping plans, have been approved by the Architectural Control Committee established by these covenants as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation of said lot and adjoining lots. No fence or wall shall be erected, placed or altered on any lot unless also approved by the Architectural Control Committee. Approval shall be as provided in covenant #10.

j) Membership, Procedure and Assessments by Architectural Control Committee.

i) Membership. Until all 36 lots of The Overlook, First Section, have been conveyed by Grigsby Venture, and upon each lot a single family dwelling constructed, the membership of the Architectural Control Committee shall consist of three (3) individuals selected by Grigsby Venture and such individuals so selected by Grigsby Venture shall continue to serve until the first of the following occurs: (1) resignation of such individual, (2) removal by unanimous vote by remaining two members, and (3) death of such individual. Upon any such individual no longer serving, a new member shall be appointed by Grigsby Venture.

At the time of 36 lots having been conveyed and upon each lot a single family dwelling constructed, the three individuals selected by Grigsby Venture shall be replaced by three (3) individuals, each elected by majority vote by lot owners of The Overlook - First Section. Such individuals shall serve on the Architectural Control Committee for a term of two (2) years. At the expiration of each two years, new elections shall be held with such members of the Architectural Control Committee being elected by majority vote by lot owners of The Overlook - First Section. If any member of the Architectural Control Committee shall resign or die prior to the expiration of his or her term, the remaining members of the Architectural Control Committee shall select his or her successor. Each such Architectural Control Committee member shall be an owner (either individually or jointly with another individual) of a lot in The Overlook - First Section. Regardless of the number of owners of each lot, each lot shall be entitled to one vote. A majority of the Committee may designate one of their members

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to act on behalf of the Committee. No member shall be entitled to compensation.

ii) Procedure. A lot owner or owners desiring to erect, place or alter a building on any such lot shall submit to the Architectural Control Committee construction plans, specifications, and a site plan sufficient for the purpose of allowing the Architectural Control Committee to understand and visualize the proposed building and landscaping. Within thirty (30) days of receipt of said plans and specifications, the Architectural Control Committee shall, in writing, approve or disapprove said plans and specifications by majority vote. If disapproval is given, the Committee shall set forth, in writing, the reasons for disapproval and the lot owner shall have the right to again submit revised plans and specifications for approval. The applying lot owner shall not erect, place or alter a building until approval is received.

iii) Dissolution. The Architectural Control Committee shall retain the right to dissolve when, in its discretion alone, its existence is no longer necessary for the welfare of the development.

k) Lot Owners' Committee. A Lot Owners' Committee is hereby created which will be responsible to the owners of all the lots in The Overlook - First Section. The Committee shall investigate the need and arrange for the maintenance of the entrance signs, entrance landscaping and other items that may be of mutual benefit. The Committee shall be originally composed of the owners of Grigsby Venture but after all the lots have been sold, shall be elected by the majority of votes of all the lot owners on the basis of one vote for each lot.

The owners of all lots in said section agree to pay assessments at the time and in the amounts determined necessary by the Committee for the purpose of defraying the costs and expenses in carrying out the responsibilities of the committee. Grigsby Venture shall bear all costs of said assessments until 51% of all the lots and blocks shall be conveyed, at which time it shall bear its lot pro-rata share only.

l) These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 15 years unless an instrument signed by a majority of the then-resident owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

m) Invalidation of any restriction by judgment, court order or otherwise shall not affect any remaining restriction:

n) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot situated in said addition to initiate and maintain any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2 day of December, 1987.

John E. Grigsby
John Grigsby
GRIGSBY VENTURE

JAREX CORPORATION

By Rex Breeden
Rex Breeden, President

STATE OF INDIANA)
)SS:
COUNTY OF SHELBY)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, this 2 day of December, 1987, personally appeared John Grigsby of Grigsby Venture who executed the foregoing Amended Restrictions and Protective Covenants for The Overlook - First Section, as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Nancy A. Sutton
NANCY A. SUTTON Notary Public

My Comm. Exp.: Oct 1, 1989

County of Residence: Shelby ®

CHICAGO TITLE
ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, this 2 day of December, 1987, personally appeared Jarex Corporation, by Rex Breeden as President, who executed the foregoing Amended Restrictions and Protective Covenants for The Overlook - First Section, as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Nancy A. Sutton
NANCY A. SUTTON Notary Public

My Comm. Exp.: Oct 1, 1989

County of Residence: Shelby

THIS INSTRUMENT PREPARED BY PETER G. DePREZ, ATTY.

OCT - 7 1987

RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
THE OVERLOOK - FIRST SECTION

1. No lot in the subdivision shall be used for any purpose other than residential purposes.
2. No building shall be erected upon, placed on, or removed to any lot unless such building shall be a single family dwelling with a detached or attached garage or utility building. The single family dwelling may include attached quarters for household help or dependent parents.
3. No animals, except those normally classified as household pets, shall be kept, quartered or maintained within the subdivision nor shall household pets be boarded, bred or sold within the subdivision. Animal yards, quarters or pens shall be completely screened from the view of adjacent dwellings.
4. No noxious or offensive trade or activity shall be carried on or permitted upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. No vehicles, boats, campers, RV's, or similar recreational or non-recreational vehicles or trailers shall be parked on said lots unless stored in a garage or approved utility building.
6. Conveyance of all lots in this addition will be by lot numbers with reference to the plat. Conveyance of all lots in this addition will be made subject to the restrictions herein set forth by reference only to the plat book and page thereof where said restrictions appear of record in the office of the Recorder of Shelby County, Indiana.
7. Easements are reserved for the installation, operation, maintenance and removal of utilities and drainage facilities where shown on the plat and called for in the certificate of Ownership, Consent and Dedication.
8. Drainage swales along streets shall be preserved and kept unobstructed by the owner of each lot across or upon which said swale crosses. Each driveway over a drainage swale shall have an adequate size pipe of not less than 12" diameter to accommodate drainage and shall be corrugated metal pipe no less than 16 gauge steel or 14 gauge aluminum pipe, complete with end sections. This pipe shall be installed at an elevation which is 24" below the street pavement grade at the center of the street and shall be installed prior to start of construction of the house. All construction traffic will be required to enter the lot at the driveway entrance. The driveway entrance location, design and specifications require the approval of the Architectural Control Committee as set out in these covenants.

Entered For Taxation
10-7-1987

Thomas D. Duvalis
Auditor, Shelby Co. Ind.

RECEIVED FOR RECORD
This 7 day of Oct 1987
10:00 A M and recorded
Index Record No. 74
Page 518-20 of the record
of Shelby County, Indiana

James J. Cook
SHELBY COUNTY RECORDER

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9. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a site plan showing the location of the structure(s), driveway(s) and landscaping plans, have been approved by the Architectural Control Committee established by these covenants as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation of said lot and adjoining lots. No fence or wall shall be erected, placed or altered on any lot unless also approved by the Architectural Control Committee. Approval shall be as provided in covenant #11.

10. **Membership, Procedure and Assessments by Architectural Control Committee.**

a) **Membership.** Until 36 lots of The Overlook, First Section, have been conveyed by Grigsby Venture, the membership of the Architectural Control Committee shall consist of three (3) individuals selected by Grigsby Venture and such individuals so selected by Grigsby Venture shall continue to serve until the first of the following occurs: (1) resignation of such individual, (2) removal by unanimous vote by remaining two members, and (3) death of such individual. Upon any such individual no longer serving, a new member shall be appointed by Grigsby Venture.

At the time of 36 lots having been conveyed, the three individuals selected by Grigsby Venture shall be replaced by three (3) individuals, each elected by majority vote by lot owners of The Overlook. Such individuals shall serve on the Architectural Control Committee for a term of two (2) years. At the expiration of each two years, new elections shall be held with such members of the Architectural Control Committee being elected by majority vote by lot owners of The Overlook. If any member of the Architectural Control Committee shall resign or die prior to the expiration of his or her term, the remaining members of the Architectural Control Committee shall select his or her successor. Each such Architectural Control Committee member shall be an owner (either individually or jointly with another individual) of a lot in The Overlook. Regardless of the number of owners of each lot, each lot shall be entitled to one vote. A majority of the Committee may designate one of their members to act on behalf of the Committee. No member shall be entitled to compensation.

b) **Procedure.** A lot owner or owners desiring to erect, place or alter a building on any such lot shall submit to the Architectural Control Committee construction plans, specifications, and a site plan sufficient for the purpose of allowing the Architectural Control Committee to understand and visualize the proposed building and landscaping. Within thirty (30) days of receipt of said plans and specifications, the Architectural Control Committee shall, in writing, approve or disapprove said plans and specifications by majority vote. If disapproval is given, the Committee shall set forth, in writing, the reasons for disapproval and the lot owner shall have the right to again submit revised plans and specifications for approval. The applying lot owner shall not erect, place or alter a building until approval is received.

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c) **Assessments.** The owner or owners of each lot shall pay assessments at the time and the amount determined as necessary by the Architectural Control Committee to fulfill the following purposes:

1. to maintain any entrance sign.
2. to landscape and maintain the entrance to The Overlook and the median.
3. to pay any reasonable legal fees, court costs, and litigation expenses incurred by the Architectural Control Committee to enforce the terms of these covenants.

Grigsby Venture shall bear the total assessment until 51% shall be conveyed, at which time Grigsby Venture shall bear its pro-rata share.

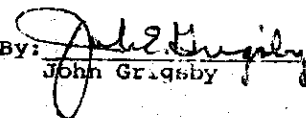
11. The Committee shall retain the right to dissolve when, in its discretion alone, its existence is no longer necessary for the welfare of the development.

12. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-resident owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Invalidation of any restriction by judgment, court order or otherwise shall not affect any remaining restriction.

14. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot situated in said addition to initiate and maintain any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

GRIGSBY VENTURE

BY: 
John Grigsby