

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR PEBBLE RUN

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR PEBBLE RUN ("Declaration"), made this 30th day of DECEMBER, 1985, by T & S Development Company, Inc., an Indiana corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the contract purchaser of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and

WHEREAS, Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Declarant may, but is not obligated to, construct residential facilities, which shall be known as "Pebble Run" and which shall be platted by Declarant in sections from time to time;

WHEREAS, the Real Estate has been platted by Declarants as Section One of Pebble Run on _____, 1985 as Instrument No. _____, Miscellaneous Records Book _____ Page _____, in the Office of the Recorder of Johnson County, Indiana; and

WHEREAS, Declarant desires to subject the Real Estate to certain additional covenants and restrictions ("Covenants") in order to further ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Pebble Run; and

WHEREAS, Declarant desires to provide for maintenance of the lake area, and other improvements located or to be located in Pebble Run, which are of common benefit to the Owners of various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the lake area(s) in Pebble Run;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon

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the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I.

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Pebble Run, to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Pebble Run and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Pebble Run.

ARTICLE II.

Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Pebble Run. The term "Pebble Run" means and includes all sections thereof as shall have been platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

Section 2. Declarant. "Declarant" means Robert W. Stephens Development, Inc., an Indiana corporation, or any other person, firm, corporation or partnership which succeeds to the interest of Robert W. Stephens Development, Inc. as developer of Pebble Run.

Section 3. Easements. "Easements" refer to those areas reserved as easements on the plat or plats of Pebble Run as the same may be recorded from time to time.

Section 4. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Pebble Run, as the same may be recorded from time to time.

Section 5. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

Section 6. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

ARTICLE III.

General Restrictions

Section 1. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the appropriate officials of Johnson County, Indiana, to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

Section 2. No building shall be erected, placed or altered on any lot until the builder, construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part 11.

Section 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. The minimum aggregate of the side yards on each lot shall be fourteen (14) feet, provided, however, that no building shall be located

nearer than 6 feet to an interior lot line or within an easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 4. No dwelling shall be erected or placed on any lot having a width of less than that shown on the recorded plat at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than that shown on the recorded plat.

Section 5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.

Section 8. No structure of a temporary character, trailer, boat, tractor, semi-truck, motor home, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time. Nor shall a partially completed dwelling be permitted. No storage buildings shall be permitted except those which are architecturally compatible with the main structure and approved by the Architectural Control Committee pursuant to Part 2 and 11 hereof.

Section 9. The Architectural Control Committee is composed of three members, appointed by the developer. The Committee shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Section 10. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove within 30 days after all required plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced within 60 days of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 11. With written approval of the Architectural Control Committee, and where, in the opinion of the said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided.

Section 12. Drainage swales (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 Johnson County Drainage Board. 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 Johnson County Drainage Board. 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 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.

Section 13. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

Section 14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a

builder or developer to advertise the property during the construction and sales period.

Section 15. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use.

Section 17. No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 19. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

Section 20. Minimum floor areas shall be as follows:

- a. A one story single family home shall have 1,000 square feet living area, provided, however, that such home must have either a partial or full basement.

b. A single family home without basement shall have 1,200 square feet of living area.

c. A two story home shall have 800 square feet of living area on the first floor.

Section 21. No multi-family dwelling, as the term is used in the Johnson County Zoning Ordinance shall be permitted.

Section 22. No detached garages shall be allowed on any lot.

Section 23. All driveways must be of a hard surface. No car ports are permitted.

Section 24. No prefab furnace flues. Fireplace flues must be covered. No exposed metal flues are permitted.

Section 25. All lot owners covenant and agree to support any proceedings by the City of Greenwood to annex this subdivision during the initial 25 year period of these covenants.

ARTICLE IV

Covenants for Co-Owners of Lake Area

Section 1. Lake Area, comprising 2.873 acres, shall be owned and controlled as tenants in common of an undivided 1/19 h interest by the owners of lots 61 through 64, 74 and 75, 104 through 109 and 111 through 117, as shown on the plat of Pebble Run Section One.

Section 2. The owners of said lots 61 through 64, 74 and 75, 104 through 109 and 111 through 117, of Pebble Run Section One, together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake, provided, however, such use and enjoyment may not interfere with the drainage system of the subdivision of which the lake is a part.

Section 3. Until such time as fourteen lots are sold adjacent to said lake, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such owner shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4. Upon conveyance of fourteen lots adjacent to the lake, the co-owners shall form an association in which each lot

owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

Section 5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property including the easement adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

Section 6. Assessments shall be equally paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 7. Assessments for maintenance shall be a lien upon the properties 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 deed or title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8. 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 date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

Section 9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for wilful 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 10. No voting member or third party shall 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 affect upon water quality, drainage of the subdivision or proper lake management.

The Board of Managers, in behalf of the property owners in Pebble Run or any co-owner subject to these Lake Covenants, and the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

ARTICLE V

Expansion of Subdivision

Section 1. Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Pebble Run to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any other property which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with plats of sections previously recorded, and by the recordation of a supplemental declaration imposing the terms and conditions of this Declaration upon such section.

ARTICLE VI

Term

This Declaration shall be effective until January 1, 2000, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgagees requesting notice of such action vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE VII

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in Article IV no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions hereinabove notwithstanding, the Owners shall have no right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner; or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the latest tax record of the Treasurer of Johnson County, Indiana.

Section 9. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 10. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least six (6) Lots within Pebble Run, provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner other than those required by law or by any agency of the U. S. government.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date and year first above written.

T & S Development Company Inc.

By Robert W. Stephens 12-30-85
Robert W. Stephens, President

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a notary public in and for said county and state, personally appeared Robert W. Stephens, President of T & S Development Company Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath stated that the representations therein contained are true.

Sherry L. Williams
Notary Public

Printed

Resident of JOHNSON County

My commission expires:

5-5-89

This Instrument Prepared By
Deborah D. Robertson
VAN VALER & WILLIAMS
300 South Madison Avenue, #420
P. O. Box 405
Greenwood, IN 46142
(317) 888-1121

EXHIBIT "A"

DESCRIPTION

The Southwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter and part of the Northeast quarter of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, described as follows:

Beginning on the East line of the Southeast quarter of the said Section 28, at a point that is 495.00 feet South of the Northeast corner thereof; thence South 00 degrees 00 minutes 00 seconds West, on and along the said East line 2158.03 feet to the Southeast corner of the said quarter Section; thence South 88 degrees 39 minutes 24 seconds West, on and along the South line thereof, 2675.31 feet to the Southwest corner of the said quarter Section; thence North 00 degrees 16 minutes 18 seconds East, on and along the West line of the Southwest quarter of the said Southeast quarter Section 1333.73 feet to the Northwest corner thereof; thence North 88 degrees 48 minutes 30 seconds East, on and along the North line of the said quarter quarter Section 1334.41 feet to the Southwest corner of the Northeast quarter of the said Southeast quarter Section; thence North 00 degrees 08 minutes 10 seconds East, on and along the West line thereof, 835.12 feet to a point that is 495.00 feet South of the Northwest corner thereof; thence North 88 degrees 57 minutes 40 seconds East 1332.36 feet to the Point of Beginning, containing 107.07 Acres, more or less, subject to all legal rights-of-way and easements.

EXHIBIT "B"

LAND DESCRIPTION

A part of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana more particularly described as follows:

Commencing at an iron rod at the Southeast corner of the above said quarter Section; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the East line of said quarter Section a distance of 741.46 feet to the Point of Beginning; thence South 88 degrees 57 minutes 40 seconds West a distance of 170.00 feet; thence South 73 degrees 59 minutes 48 seconds West a distance of 52.02 feet; thence South 88 degrees 57 minutes 40 seconds West a distance of 270.00 feet; thence South 72 degrees 20 minutes 59 seconds West a distance of 52.46 feet; thence South 88 degrees 57 minutes 40 seconds West a distance of 250.00 feet; thence North 81 degrees 32 minutes 04 seconds West a distance of 253.20 feet; thence South 88 degrees 39 minutes 24 seconds West a distance of 397.00 feet; thence North 0 degrees 16 minutes 18 seconds East a distance of 310.00 feet; thence South 75 degrees 48 minutes 04 seconds East a distance of 57.43 feet; thence North 10 degrees 39 minutes 37 seconds East a distance of 121.88 feet; thence North 40 degrees 22 minutes 04 seconds East a distance of 56.20 feet; thence North 15 degrees 32 minutes 29 seconds East a distance of 101.71 feet; thence North 68 degrees 50 minutes 27 seconds West a distance of 43.16 feet to an iron rod set at the Southwest corner of the Northeast quarter of the Southeast quarter of the above said Section 28; thence North 0 degrees 08 minutes 10 seconds East along the West line of said quarter quarter Section a distance of 835.12 feet to an iron rod set; thence North 88 degrees 57 minutes 40 seconds East a distance of 1332.36 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 1416.57 feet to the Point of Beginning, and containing 44.338 acres, more or less, subject however to all easements and/or rights-of-way of legal record.

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BOOK <u>58</u> PAGE <u>150</u>
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

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DECLARATION OF COVENANT AND RESTRICTIONS FOR PEBBLE RUN

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR PEBBLE RUN ("Declaration"), made this 30th day of December, 1985, by T & S Development Company, Inc., an Indiana corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the contract purchaser of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and

WHEREAS, Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Declarant may, but is not obligated to, construct residential facilities, which shall be known as "Pebble Run" and which shall be platted by Declarant in sections from time to time;

WHEREAS, the Real Estate has been platted by Declarant as Section One of Pebble Run on Dec 30, 1985 as Instrument No. 12716, Miscellaneous Records Book C Page 135-136 in the Office of the Recorder of Johnson County, Indiana; and

WHEREAS, Declarant desires to subject the Real Estate to certain additional covenants and restrictions ("Covenants") in order to further ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Pebble Run; and

WHEREAS, Declarant desires to provide for maintenance of the lake area, and other improvements located or to be located in Pebble Run, which are of common benefit to the Owners of various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the lake area(s) in Pebble Run;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Pebble Run, to preserve and maintain proper setbacks from streets and adequate free space between structures to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Pebble Run and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Pebble Run.

ARTICLE II

Definitions For All Purposes Of This Declaration

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Section 1. Pebble Run. The term "Pebble Run" means and includes all sections that shall have been platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

Section 2. Declarant. "Declarant" means Robert W. Stephens Development, Inc., an Indiana corporation, or any other person, firm, corporation or partnership which succeeds to the interest of Robert W. Stephens Development, Inc. as developer of Pebble Run.

Section 3. Easements. "Easements" refer to those areas reserved as easements on the part or plots of Pebble Run, as the same may be recorded from time to time.

Section 4. Lot. "Lot" means any one or more lots, parcels, numbers and identified or unidentifiable areas within Pebble Run, as the same may be recorded from time to time.

Section 5. Mortgage. "Mortgage" means any holder, insurer or guarantor of a first mortgage on any lot.

Section 6. Owner. "Owner" means any individual person who acquires, after the date of recording of this Declaration, legal and/or equitable title to any lot, provided, however, that "owner" shall not include any holder of any mortgage of any part of any lot, or "owner" as such holder does not hold title to and is not entitled to use thereof.

General Provisions

Section 7. Maintenance of Property. In order to maintain the standards of the property, no weeds, brush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon the property. Failure to comply shall warrant the Declarant or the appropriate officials of Johnson County, Indiana, to cut weeds or brush on the lot at the expense of the owner, and to remove all refuse from the lot at the expense thereof.

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The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Pebble Run. The term "Pebble Run" means and includes all sections thereof which shall have been created and recorded from time to time by declarant in accordance with the provisions of this Declaration.

Section 2. Declarant. "Declarant" means Robert W. Stephens Development, Inc., an Indiana corporation, or any other person, firm, corporation or partner in which succeeds to the interest of Robert W. Stephens Development, Inc., as developer of Pebble Run.

Section 3. Easements. "Easements" refer to those areas reserved as easements on the plat or plats of Pebble Run, as the same may be recorded from time to time.

Section 4. Lot. "Lot" means any one of the lots numbered and identified on the plat or plats of Pebble Run, as the same may be recorded from time to time.

Section 5. Mortgage. "Mortgage" means any holder, interest or guarantor of a first mortgage on a lot.

Section 6. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal title available title to any lot, as provided, in this Declaration, and includes any holder of any mortgage of a lot, as provided, in this Declaration, as such holder does not hold title to the lot, as provided, in this Declaration, thereto.

General Regulations

Section 1. Maintenance of Premises. In order to maintain the standards of the property, no person, firm or other, unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain on any lot. Failure to comply shall warrant the Declarant or the appropriate officials of Johnson County, Indiana, to cut weeds or remove refuse from the lot at the expense of the owner, and the owner shall be liable for said lot for the expense thereof.

Section 2. No building shall be erected, placed or altered on any lot until the builder, contractor, planner, specifications and a plan showing the location of the building have been approved by the Architectural Control Committee and the workmanship and quality of workmanship and materials used in the building shall conform with existing structures, and all work shall be done in respect to topography and final grade elevations, as shown on the plat or plats, placed or altered on any lot, as provided, in this Declaration, building setback line unless otherwise approved by the Architectural Control Committee as provided in Part II.

Section 3. No building shall be erected, placed or altered on the front lot line or nearer to the lot line than the minimum building setback line shown on the plat or plats, the minimum aggregate of the front setback shall be ten feet (10 feet), provided, however, that a building shall be erected nearer than 6 feet to an interior lot line or within an easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 4. No dwelling shall be erected or placed on any lot having a width of less than that shown on the recorded plat at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than that shown on the recorded plat.

Section 5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.

Section 8. No structure of a temporary character, trailer, boat, tractor, semi-truck, motor home, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time. Nor shall a partially completed dwelling be permitted. No storage buildings shall be permitted except those which are architecturally compatible with the main structure and approved by the Architectural Control Committee pursuant to Part 2 and 11 hereof.

refining quarrying, or mining are permitted upon or in any lot, nor mineral excavations, or shafts by derrick or other structure designed natural gas shall be erected, on a lot.

Section 16. No animals shall be raised, bred or kept on or other household pets may be kept, bred, kept or maintained for any purpose.

Section 17. No lot shall be used for rubbish, trash, or any other material except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. No fence, or obstructions of sight lines at elevated roadways shall be placed or permitted on any triangular area formed by the intersection of a street and a street connecting them at points 25 feet or more from the intersection of the street lines, or in the case of intersections of the street lines, limitations shall apply on any intersection of a street and an alley or alley pavement. No tree shall be planted or maintained at such distances of such intersect maintained at sufficient height to clear sight lines.

Section 19. Any field tile encountered in construction or a subdivision shall be perpetuated and their successors shall be bound by the Drainage Code of 1965.

Section 20. Minimum floor

- A one story single family living area, shall have either a partial or full basement.
- A single family home shall have a minimum of 1,000 square feet of living area.
- A two story home shall have a minimum of 1,500 square feet of living area on the first floor.

Section 21. No multi-family dwellings shall be permitted in the Johnson County Zoning Ordinance.

Section 22. No detached

Section 23. All driveways and parking spaces are permitted.

Section 24. No prefabricated buildings shall be covered. No exposed metal shall be permitted.

Section 25. All lot owner proceedings by the City of Greencastle during the initial 25 year period shall be subject to the provisions of this Declaration.

ART

Covenants for Lots

Section 1. Lake Area, co-owners and controlled as tenants in common interest by the owners of lots 6109 and 111 through 117, as shown on the plat.

Section 2. The owners of lots 104 through 109 and 111 through 117 together with guests in their private rights to the use and enjoyment of the lake and its shore, such use and enjoyment may not be restricted by the subdivision of which the lake is a part.

Section 3. Until such time as the lake is sold, it shall be the responsibility of the successors and assigns, for the lake. To this end, such law purchaser reasonable rules and regulations shall be established for the lake.

Section 4. Upon conveyance of the lake, the co-owners shall form a lake association which shall have one vote in the lake association which shall consist of not less than three members. Thereafter, on the first day of each calendar year, the voting members shall elect a committee for the ensuing year to a term of one year ending on March 31st.

Section 9. The Architectural Control Committee is composed of three members, appointed by the developer. The Committee shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Section 10. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove within 30 days after all required plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within 60 days of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 11. With written approval of the Architectural Control Committee, and where, in the opinion of the said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided.

Section 12. Drainage swales (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 Johnson County Drainage Board. 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 Johnson County Drainage Board. 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 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.

Section 13. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

Section 14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

Section 15. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, funnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use.

Section 17. No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 19. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

Section 20. Minimum floor areas shall be as follows:

- a. A one story single family home shall have 1,000 square feet living area, provided, however, that such home must have either a partial or full basement.
- b. A single family home without basement shall have 1,200 square feet of living area.
- c. A two story home shall have 800 square feet of living area on the first floor.

Section 21. No multi-family dwelling, as the term is used in the Johnson County Zoning Ordinance shall be permitted.

refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 16. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use.

Section 17. No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 19. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

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- c. A two story home shall have 800 square feet of living area on the first floor.

Section 21. No multi-family dwelling, as the term is used in the Johnson County Zoning Ordinance shall be permitted.

Section 22. No detached garages shall be allowed on any lot.

Section 23. All driveways must be of a hard surface. No car ports are permitted.

Section 24. No prefab furnace flues. Fireplace flues must be covered. No exposed metal flues are permitted.

Section 25. All lot owners covenant and agree to support any proceedings by the City of Greenwood to annex this subdivision during the initial 25 year period of these covenants.

ARTICLE IV

Covenants for Co-Owners of Lake Area

Section 1. Lake Area, comprising 2.873 acres, shall be owned and controlled as tenants in common of an undivided 1/19th interest by the owners of lots 61 through 64, 74 and 75, 104 through 109 and 111 through 117, as shown on the plat of Pebble Run Section One.

Section 2. The owners of said lots 61 through 64, 74 and 75, 104 through 109 and 111 through 117, of Pebble Run Section One, together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake, provided, however, such use and enjoyment may not interfere with the drainage system of the subdivision of which the lake is a part.

Section 3. Until such time as fourteen lots are sold adjacent to said lake, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such owner shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4. Upon conveyance of fourteen lots adjacent to the lake, the co-owners shall form an association in which each lot owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting owners shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

previously recorded declaration imposing the terms and conditions of this Declaration upon such section.

ARTICLE VI

Term

This Declaration shall be effective until January 1, 2000, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgagees requesting notice of such action vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE VII

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each owner of each lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any such property, provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, covenant or condition.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in Article IV no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions hereinabove notwithstanding, the Owners shall have no right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property including the easement adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

Section 6. Assessments shall be equally paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 7. Assessments for maintenance shall be a lien upon the properties 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 deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8. 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 date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

Section 9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for wilful 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 10. No voting member or third party shall 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 affect upon water quality, drainage of the subdivision or proper lake management.

The Board of Managers, in behalf of the property owners in Pebble Run or any co-owner subject to these Lake Covenants, and the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

ARTICLE V

Expansion of Subdivision

Section 1. Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Pebble Run to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more lots and any other property which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with plats of sections previously recorded, and by the recordation of a supplemental declaration imposing the terms and conditions of this Declaration upon such section.

ARTICLE VI

Term

This Declaration shall be effective until January 1, 2000, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgagees requesting notice of such action vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE VII

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 8. Notices. A notice in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the owner, or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed on the latest tax records of the Treasurer of Johnson County, Indiana.

Section 9. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 10. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least six (6) lots within Pebble Run; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner other than those required by law or by any agency of the U. S. government.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date and year first above written.

T & S Development Company, Inc.

Robert W. Stephens 12-20-89
Robert W. Stephens, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a notary public in and for said county and state, personally appeared Robert W. Stephens, President of T & S Development Company Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath stated that the representations therein contained are true.

Sherry L. Williams
Notary Public

Printed *SHERRY L. WILLIAMS*
Resident of *Johnson* County

My commission expires:

5-5-89



This Instrument Prepared By
Deborah D. Robertson
VAN VALER & WILLIAMS
300 South Madison Avenue, #420
P. O. Box 405
Greenwood, IN 46142
(317) 888-1121

EXHIBIT "A"

DESCRIPTION

The Southwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter and part of the Northeast quarter of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, described as follows:

Beginning on the East line of the Southeast quarter of the said Section 28, at a point that is 495.00 feet South of the Northeast corner thereof; thence South 00 degrees 00 minutes 00 seconds West, on and along the said East line 2158.03 feet to the Southeast corner of the said quarter Section; thence South 88 degrees 39 minutes 24 seconds West, on and along the South line thereof, 2675.31 feet to the Southwest corner of the said quarter Section; thence North 00 degrees 16 minutes 18 seconds East, on and along the West line of the Southwest quarter of the said Southeast quarter Section 1333.73 feet to the Northwest corner thereof; thence North 88 degrees 48 minutes 30 seconds East, on and along the North line of the said quarter quarter Section 1334.41 feet to the Southwest corner of the Northeast quarter of the said Southeast quarter Section; thence North 00 degrees 08 minutes 10 seconds East, on and along the West line thereof, 835.12 feet to a point that is 495.00 feet South of the Northwest corner thereof; thence North 88 degrees 57 minutes 40 seconds East 1332.36 feet to the Point of Beginning, containing 107.07 Acres, more or less, subject to all legal rights, of-way and easements.

EXHIBIT "B"

LAND DESCRIPTION

Section 28, Township 14 North

This Instrument Prepared By
Deborah D. Robertson
VAN VALER & WILLIAMS
300 South Madison Avenue, #420
P. O. Box 405
Greenwood, IN 46142
(317) 888-1121

EXHIBIT "A"

DESCRIPTION

The Southwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter and part of the Northeast quarter of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, described as follows:

Beginning on the East line of the Southeast quarter of the said Section 28, at a point that is 495.00 feet South of the Northeast corner thereof; thence South 00 degrees 00 minutes 00 seconds West, on and along the said East line 2158.03 feet to the Southeast corner of the said quarter Section; thence South 88 degrees 39 minutes 24 seconds West, on and along the South line thereof, 2675.31 feet to the Southwest corner of the said quarter Section; thence North 00 degrees 16 minutes 18 seconds East, on and along the West line of the Southwest quarter of the said Southeast quarter Section 1333.73 feet to the Northwest corner thereof; thence North 88 degrees 48 minutes 39 seconds East, on and along the North line of the said quarter quarter Section 1334.41 feet to the Southwest corner of the Northeast quarter of the said Southeast quarter Section; thence North 00 degrees 08 minutes 10 seconds East, on and along the West line thereof, 835.12 feet to a point that is 495.00 feet South of the Northwest corner thereof, thence North 88 degrees 57 minutes 40 seconds East 1332.36 feet to the Point of Beginning, containing 107.07 Acres, more or less, subject to all legal rights-of-way and easements.

EXHIBIT "B"

DESCRIPTION

Part of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana more particularly described as follows:

Commencing at an iron rod at the Southeast corner of the above said quarter Section; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the East line of said quarter Section a distance of 741.46 feet to the Point of Beginning; thence South 88 degrees 57 minutes 40 seconds West a distance of 170.00 feet; thence South 73 degrees 59 minutes 48 seconds West a distance of 52.02 feet; thence South 88 degrees 57 minutes 40 seconds West a distance of 270.00 feet; thence South 77 degrees 20 minutes 59 seconds West a distance of 52.46 feet; thence South 89 degrees 17 minutes 40 seconds West a distance of 250.00 feet; thence North 81 degrees 32 minutes 04 seconds West a distance of 253.20 feet; thence South 88 degrees 39 minutes 24 seconds West a distance of 397.00 feet; thence North 0 degrees 16 minutes 18 seconds East a distance of 310.00 feet; thence South 75 degrees 48 minutes 04 seconds East a distance of 57.43 feet; thence North 10 degrees 39 minutes 37 seconds East a distance of 121.88 feet; thence North 40 degrees 22 minutes 04 seconds East a distance of 56.70 feet; thence North 15 degrees 32 minutes 29 seconds East a distance of 101.71 feet; thence North 68 degrees 50 minutes 27 seconds West a distance of 43.16 feet to an iron rod set at the Southwest corner of the Northeast quarter of the Southeast quarter of the above said Section 28; thence North 0 degrees 08 minutes 10 seconds East along the West line of said quarter quarter Section a distance of 835.12 feet to an iron rod set; thence North 88 degrees 57 minutes 40 seconds East a distance of 1332.36 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 1416.57 feet to the Point of Beginning, and containing 44.338 acres, more or less, subject however to all easements and/or rights-of-way of legal record.

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STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON) 92019364

SCRIVENER'S ERROR AFFIDAVIT

I, William M. Waltz, being duly sworn upon my oath, depose and say as the attorney who prepared, and scrivener of, the instrument captioned "Second Amendment and Supplement to Declaration of Covenants and Restrictions for Pebble Run" for T & S Development Company, Inc., the Declarant therein, which instrument affects certain real estate in Johnson County, Indiana platted as Subdivisions known as Pebble Run - Sections One, Two, Three and Four (see Plat Book references noted below), and which instrument was recorded on August 17, 1992 in Miscellaneous Book 064 Page 942 in the Office of the Recorder of Johnson County, Indiana, that said instrument contains scrivener's errors which are to be corrected by this Affidavit as follows:

That portion of amendment and supplement number 1 on Page 1 which reads:

1. In Article VIII, the caption "Covenants for Co-Owners of Lake Area within Section Three" shall be amended to read "Covenants for Co-Owners of Lake Area within Pebble Run Sections Three and Four", and said Article is hereby further amended as follows:

Section 1. The Lake Area bounding Pebble Run Sections Three and Four, comprising 1.473 acres, shall be owned and controlled as tenants in common by the owners of lots 186 through 192 and lots 194 through 197 in Pebble Run Section Three and lots numbered 297, 298, 304, 305, 306, 307 and 310 in Pebble Run Section Four, the owners of said lots being co-owners, each having an equal and undivided One-Nineteenth (1/19th) interest in said Lake Area.

Should be deleted and replaced with the following:

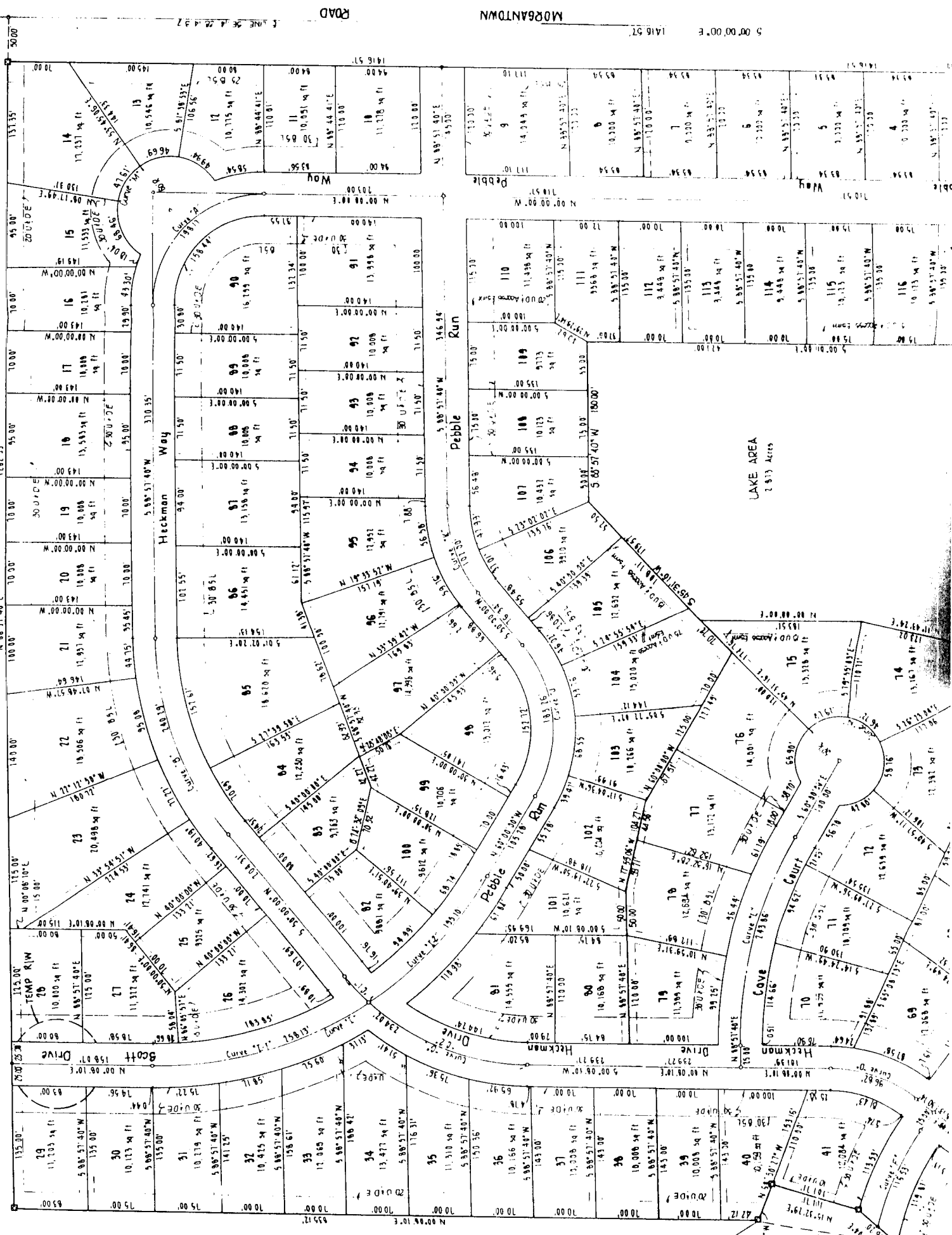
1. In Article VIII, the caption "Covenants for Co-Owners of Lake Area within Section Three" shall be amended to read "Covenants for Co-Owners of the Area shown as Badger Lake within Section Three and bordering Section Four", and said Article is hereby further amended as follows:

Section 1. The Area shown as Badger Lake (Lake Area) bounding Pebble Run Sections Three and Four, comprising 1.473 acres, shall be owned and controlled as tenants in common by the owners of lots 186 through 192 and lots 194 through 197 in Pebble Run Section Three and lots numbered 297, 298, 299, 304, 305, 306, 307 and 310 in Pebble Run Section Four, the owners of said lots being co-owners, each having an equal and undivided One-Nineteenth (1/19th) interest in said Lake Area.

William M. Waltz
William M. Waltz, Attorney at Law
Van Valer & Williams

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PEBBLE RUN - SECTION ONE



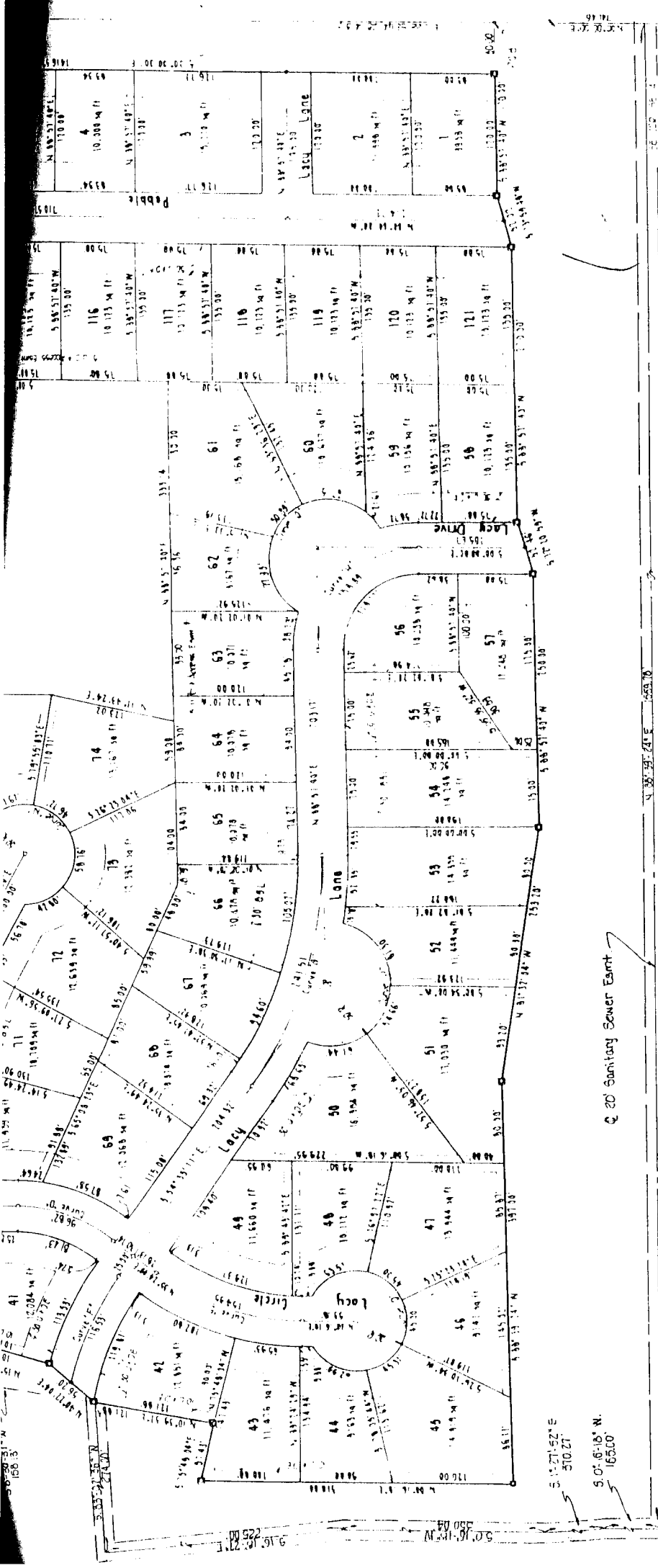
LEGEND

- 10 E Utility & Drainage Easmt.
- 5 L Bounding Corner & Line
- 1 FT Square Feet
- 5/8" Dia. Steel Rod
- 4" x 4" x 48" Conc. Mon.

NE COR. SW 1/4 SEC 28, T14N, R3E

MORGANTOWN ROAD

5 00' 00" 00" E 1416.57'



FAIRVIEW ROAD

SANITARY FACILITIES EASEMENT

An easement for the purposes of maintenance and operation of Sanitary Sewer Facilities located in the Southeast quarter of Section 25, Township 14 North, Range 3 East of the Second Principal Meridian, Spina River Township, Johnson County, Indiana more particularly described as follows:

A 20 foot easement, 10 feet either side of the following described centerline; Commencing at the Northeast corner of the Southwest quarter of the Southeast quarter of Section 25; thence South 08 degrees 10 minutes 31 seconds West a distance of 158.13 feet to the point of beginning; thence South 83 degrees 07 minutes 26 seconds West a distance of 274.00 feet; thence South 16 degrees 18 minutes 27 seconds East a distance of 225.00 feet; thence South 01 degrees 16 minutes 13 seconds West a distance of 350.04 feet; thence South 01 degrees 27 minutes 12 seconds East a distance of 370.27 feet; thence South 16 degrees 16 minutes 18 seconds West a distance of 165.00 feet; thence North 88 degrees 39 minutes 24 seconds East a distance of 1559.72 feet terminating on the East line of the owner's land containing 1.23 acres more or less.

CURVE DATA					
CURVE	DELTA	R	T	L	CH. DEG.
"A"	91-02-20	124.718	127.000	128.168	W 45-31-10 W
"B"	38-57-40	353.370	125.000	240.432	S 69-28-50 W
"C-1"	9-31-52	288.897	50.135	234.018	S 45-43-05 W
"C-2"	41-17-58	193.824	103.326	169.655	S 20-04-35 W
"D"	35-16-39	158.351	50.000	96.821	S 20-47-09 W
"E"	35-08-31	352.636	60.000	154.952	S 67-29-39 W
"F"	52-07-09	379.603	125.000	241.510	S 17-50-37 W
"G"	08-02-20	100.000	100.000	158.893	S 65-37-44 E
"H-1"	34-14-58	431.827	133.051	258.131	S 72-48-45 E
"H-2"	55-53-12	431.827	250.000	432.234	S 45-31-10 E
"I-1"	50-08-10	431.827	250.000	432.234	S 29-55-45 E
"I-2"	55-53-12	431.827	99.246	195.104	S 47-03-23 E

LAND DESCRIPTION

A part of the Southeast quarter of Section 25, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana more particularly described as follows:

Commencing at an iron rod at the Southeast corner of the above said quarter Section; thence North 0 degrees 00 seconds East (assumed bearing) along the East line of said quarter Section a distance of 741.75 feet to the point of beginning; thence South 88 degrees 57 minutes 40 seconds West a distance of 170.00 feet; thence South 28 degrees 40 seconds West a distance of 52.02 feet; thence South 59 minutes 59 seconds West a distance of 270.00 feet; thence North 72 degrees 20 minutes 59 seconds West a distance of 350.00 feet; thence North 81 degrees 32 minutes 04 seconds West a distance of 253.20 feet; thence South 38 degrees 39 minutes 24 seconds East a distance of 347.03 feet; thence North 0 degrees 16 minutes 13 seconds East a distance of 370.27 feet; thence South 16 degrees 16 minutes 18 seconds East a distance of 165.00 feet; thence North 88 degrees 39 minutes 24 seconds East a distance of 1559.72 feet; thence North 15 degrees 02 minutes 29 seconds East a distance of 121.28 feet; thence North 40 degrees 22 minutes 29 seconds East a distance of 101.71 feet; thence North 68 degrees 30 minutes 27 seconds East a distance of 101.71 feet; thence North 68 degrees 30 minutes 27 seconds East a distance of 101.71 feet to the Southeast quarter of the above said Section 25; thence North 0 degrees 08 minutes 10 seconds East along the West line of said quarter Section a distance of 535.12 feet to an iron rod set; thence North 38 degrees 57 minutes 50 seconds East a distance of 1345.26 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 1345.26 feet to the Point of Beginning; and containing 1.23 acres, more or less, subject however to all easements and/or rights-in-reversion of legal record.

I, certify that the above plat is a true and accurate representation of the described real estate consisting of 1.23 acres, numbered 1 to 120, with the same being the size of lots and widths of

PEBBLE RUN - SECTION ONE

RESTRICTIVE COVENANTS

DEDICATION CERTIFICATE

CERTIFICATE

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

After having given public notice on the application for primary approval in THE DAILY JOURNAL more than ten days in advance of the meeting of the authority provided by Chapter 13 of the General Assembly, and all acts of the plat was given primary approval by the County Plan Commission at a meeting held on the 12th day of August, 1985.

This subdivision shall be known and designated as PEBBLE RUN, SECTION ONE, an addition to WHITE RIVER TOWNSHIP, Johnson County, State of Indiana. All streets, alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Approved by the Johnson County Board of Commissioners

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

BY: Ronald Eastburn
Ronald Eastburn, Chairman

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility is responsible.

Under authority provided by Chapter 13 of the State of Indiana, this plat was given primary approval by the Board of Commissioners of Johnson County, Indiana, on the 12th day of August, 1985.

For Supplemental Declaration of Covenants and Restrictions see Miscellaneous Records Book 58 Page 150, in the Office of the Recorder of Johnson County, Indiana.

Russell H. Ferrill
Russell H. Ferrill, Chairman

APPROVED by the Johnson County Board of Commissioners
1985

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structure of any kind shall be built, erected, or maintained on said Drainage Easement.

William A. Ray
William A. Ray

There are strips of ground marked "Utility and Drainage Strips" and "Utility Easement" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and easements hereby created, and no permanent structure of any kind, fence, shrubbery, planting, etc., will be placed or permitted to remain within the Utility and Drainage Strip.

APPROVED BY the Johnson County Board of Commissioners
Subdivision Control Ordinance

There are areas within this plat labeled "Common Area" the ownership, maintenance and use of which are detailed in full in the "Declaration of Covenants, Conditions, and Restrictions" relative to this real estate recorded in the Johnson County Recorder's Office, as now existing or as hereafter amended.

ENTERED FOR TAXATION

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change such covenants and restrictions in whole or part.

No. 121
19 85

Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

COPY

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 12 day of August, 19 85.

T. & S. DEVELOPMENT COMPANY, INC.
Robert W. Stephens, President

and "Utility Easement" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and easements hereby created, and no permanent structure of any kind, fence, shrubbery, planting, etc., will be placed or permitted to remain within the Utility and Drainage Strip.

APPROVED BY the Johnson County Health Department
Subdivision Control Ordinance.

There are areas within this plat labeled "Common Area" the ownership, maintenance and use of which are detailed in full in the "Declaration of Covenants, Conditions, and Restrictions" relative to this real estate recorded in the Johnson County Recorder's Office, as now existing or as hereafter amended.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change said covenants and restrictions in whole or part.

Invalidation of any of the foregoing covenants and restrictions by judgement or court order shall in no way affect remaining portions not so affected.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 23 day of August, 1997.

T. & S. DEVELOPMENT COMPANY, INC.

Robert W. Stephens, President

State of Indiana
County of Johnson

Before me, the undersigned Notary Public, in and for Johnson County, Indiana, personally appeared [Signature], and each separately and severally acknowledged execution of the foregoing instrument as his/her voluntary act and deed, for the purpose expressed herein.

Witness my hand and seal this 7 day of August, 1997.

Notary Public [Signature]

Residing In [Signature] County

My Commission Expires 5-5-97

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AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PEBBLE RUN

THIS Amendment and supplement made this 1st day of June, 1990 by 1 & S DEVELOPMENT COMPANY, INC. ("Declarant"), is to amend and supplement the Declaration of Covenants and Restrictions for Pebble Run, recorded in the Office of the Recorder of Deeds for the County of Johnson, Indiana on December 30, 1985, as Instrument No. 1277, Misc. Record 58, Page 150 ("Declaration").

WITNESSETH THAT:

WHEREAS, 1 & S Development Company, Inc., was the Declarant in the above-mentioned Declaration; and

WHEREAS, Article VII, Section 10 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least six lots within Pebble Run; and

WHEREAS, Declarant owns more than six lots within Pebble Run on the date hereof; and

WHEREAS, Declarant further placed a portion of the real estate subject to this Declaration as Pebble Run Section Three on ~~July 1, 1990~~ in the Office of the Recorder of Deeds for Johnson, Indiana as Instrument No. ~~1287~~, plat cabinet ~~C~~ page ~~457~~; and

WHEREAS, Article V, Section 1 of the Declaration requires that if the Declarant adds further sections expanding Pebble Run a Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such section;

NOW, THEREFORE, pursuant to Article VII, Section 10 and Article V, Section 1, the Declarant hereby amends and supplements the Declaration as follows:

1. In Article III, Section 8, the word "Part" in the last sentence is hereby deleted and replaced with the word "Sections".
2. Article III, Section 24, is hereby amended by deleting the sentence "No exposed metal pipes are permitted."
3. In Article IV, the caption "Covenants for Co-Owners of Lake Area" shall have added to it at the end the words "within Section One", and said Article is hereby further amended by the addition of a new Section 11 reading:
The provisions of this Article IV shall apply only to Pebble Run Section One as defined in Section One of this Article.

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4. A new Article VIII, captioned "Covenants for Co-Owners of Lake Area within section three" is hereby added reading:

Section 1. Lake Area, comprising 1.473 acres shall be owned and controlled as tenants in common of an undivided proportional part (proposed at 1/19th interest) by the owners of lots 186 through 192 and lots 194 through 197 and other lots which may be platted in future sections of Pebble Run (proposed 8 additional lots) and which abut the lake area.

Section 2. The owners of said lots of Pebble Run, Section Three together with guests in their presence, 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. Until such time as Declarant may, in its discretion, determine to relinquish control of the Lake Area, no person in no case prior to such time as eleven lots are sold by Declarant to said lake. It shall be the responsibility of the Declarant to maintain the lake and assign, for the maintenance, repair and upkeep of said lake to this end, such owner shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4. Upon the determination of Declarant to relinquish control of the Lake Area pursuant to Section 3 above, the co-owners shall form an association in which each lot owner and the owner of abutting land shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

Section 5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property including the easement adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

Section 6. Assessments shall be equally paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 7. Assessments for maintenance shall be a lien upon the property notwithstanding any other lien of a first mortgage, which lien shall be enforceable by the Board of Managers or any co-owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee

X

consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8. 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 in advance, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

Section 9. 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 lake voting members for liabilities incurred by reason of lake ownership.

Section 10. No voting member or third party shall 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 slitting or water conduct which could result in an elevation of proper lake quality, drainage of the subdivision or proper lake management.

The Board of Managers, in behalf of the property owners in Pebble Run or any co-owners subject to these Lake Covenants, and the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

All provisions other than those inconsistent with the amendments and supplements made herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment/Supplement to be executed on this 16th day of June, 1990.

T & S DEVELOPMENT COMPANY, INC.

By: Robert Stephens
Robert Stephens, President

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a Notary Public, in and for said State and County personally appeared Robert Stephens who acknowledged, subscribed and swore to the provisions of the foregoing contract this 16th day of June, 1990.

My Commission Expires:

Robert Stephens
Notary Public,
Resident of Johnson County, IN

T&S DEVELOPMENT COMPANY, INC.
(DECLARANT)

By: Robert Stephens
Robert Stephens, President

This instrument was prepared by William M. Walitz, Van Valer & Williams, 300 South Madison Avenue, Suite 400, Greenwood, Indiana 46142.

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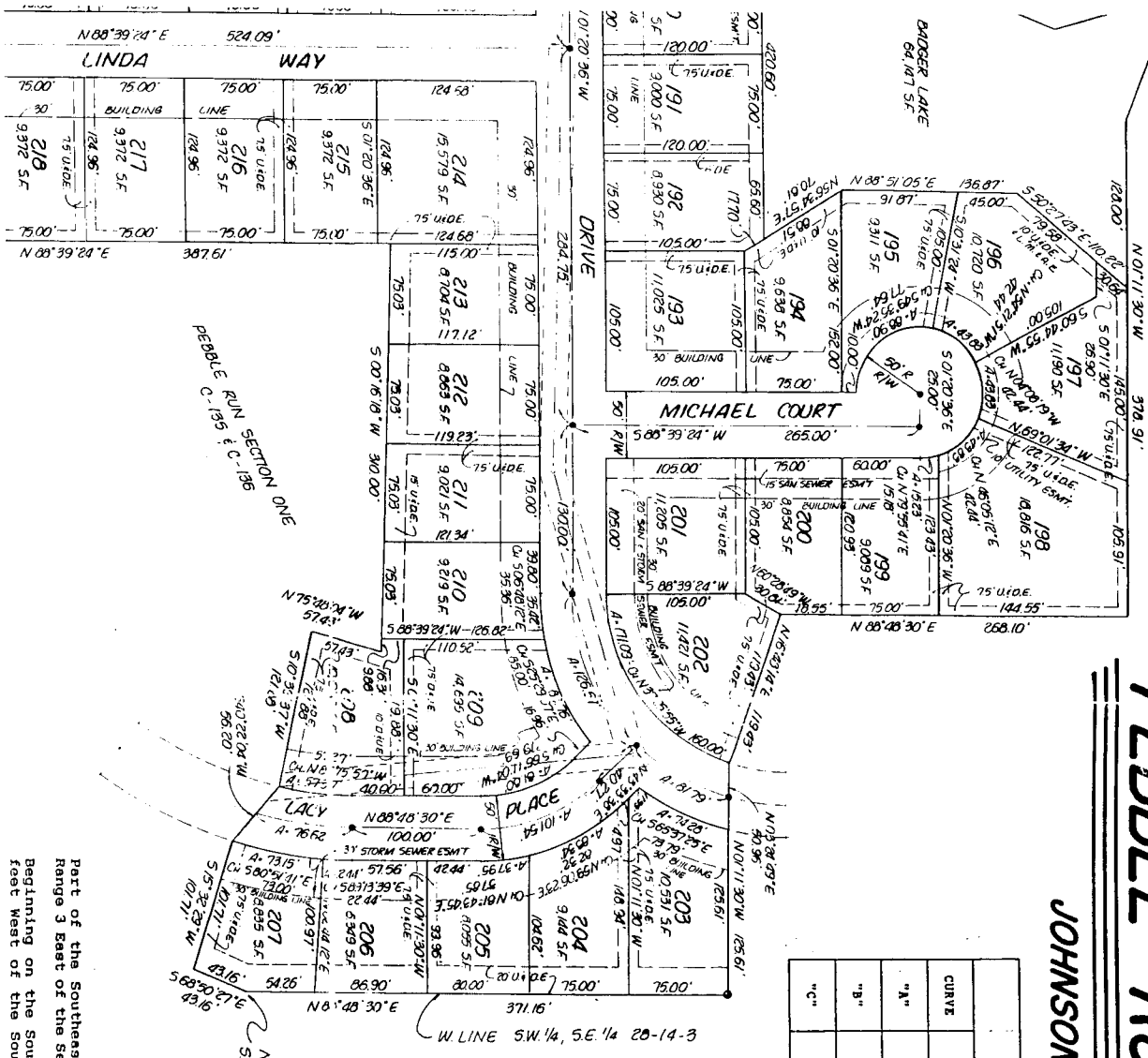
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BOOK 62 PAGE 612



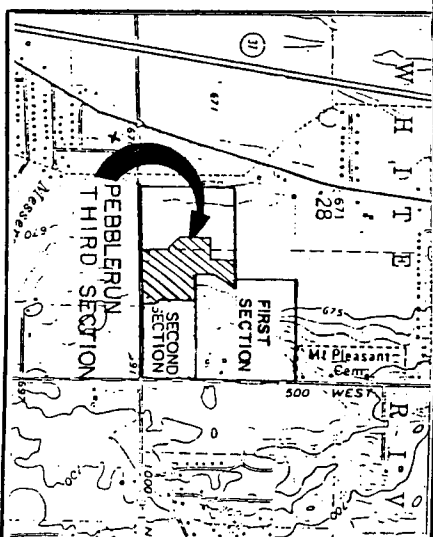
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PEBBLE RUN - SECTION THREE

JOHNSON COUNTY, INDIANA



CENTRAL CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD
"A"	89°50'54"	160.82'	160.39'	252.18'	227.13'
"B"	45°14'51"	128.57'	53.58'	101.54'	98.92'
"C"	36°36'20"	302.33'	100.00'	193.15'	189.88'
					572°53'21" E



CERTIFICATE OF APPROVAL

After having given public notice of time, place and nature of hearing on the application for primary approval of this Subdivision by the publication in the DAILY JOURNAL more than ten days before the date of hearing, under authority provided by Chapter 136, Acts of 1957, enacted by the Indiana General Assembly, and all acts supplemental and amendatory thereto, this plat given primary approval by a majority of the members of the Johnson County Planning Commission at a meeting held on 2nd day of April, 1990.

Approved by the Johnson County Planning Commission:
 BY: *Ronald Estourn* Ronald Estourn, Chairman
 BY: *Rick Chase* Rick Chase, Secretary

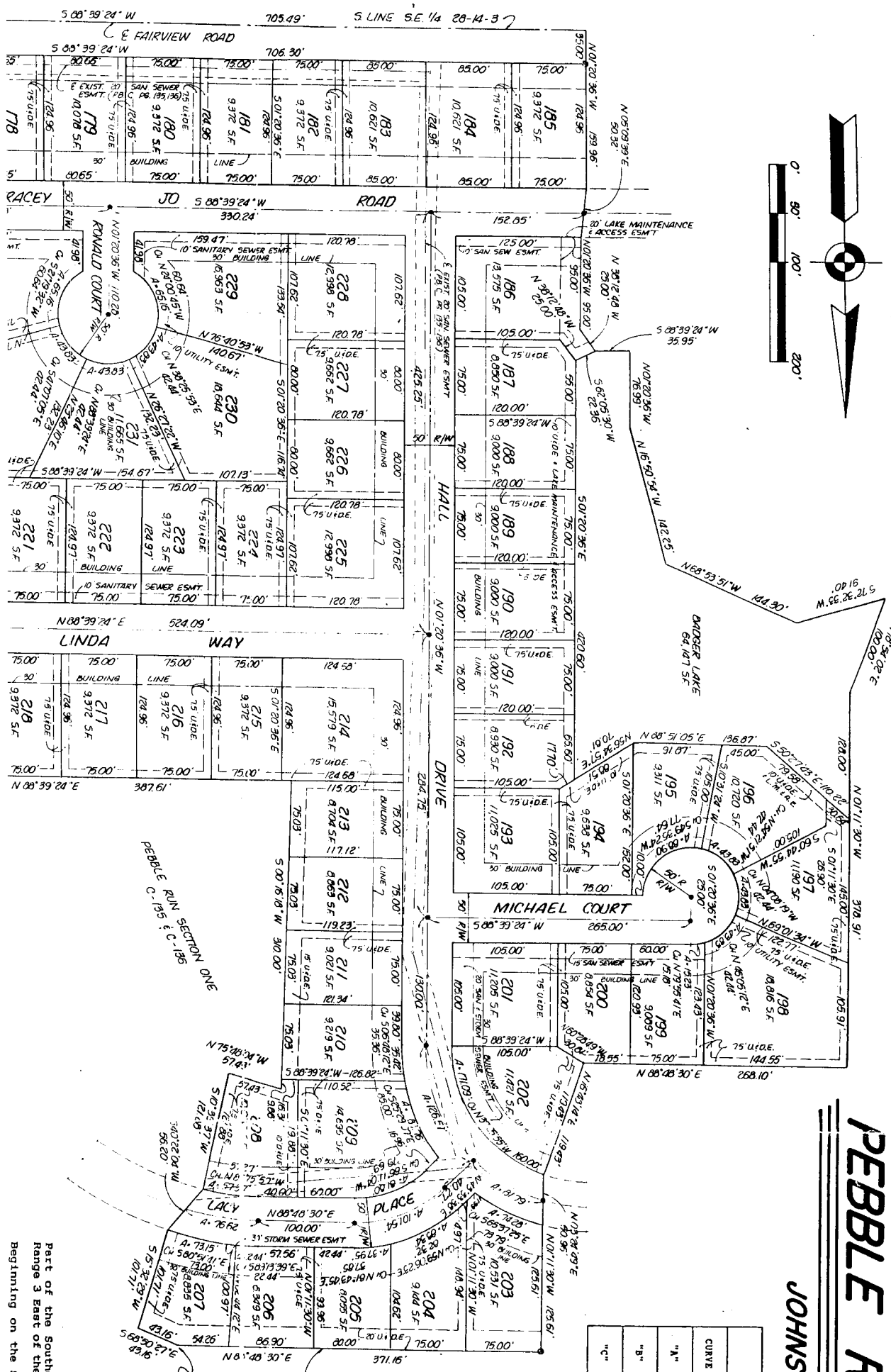
Under authority provided by Chapter 47, Acts of 1951, The General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 13th day of July, 1987.

Approved by the Johnson County Drainage Board this 13th day of July, 1987.
 BY: *Maurice McCarty* Maurice McCarty, Chairman
 BY: *Robert B. Berger* Robert B. Berger, Secretary

Approved by the Johnson County Health Department in accordance with the Subdivision Control Ordinance.
 BY: *John Bonsett* John Bonsett, County Sanitarian

Part of the Southeast Quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian described as follows: Beginning on the South line of the said quarter section 1010.01 feet West of the Southeast corner thereof, said point being the

ENTERED FOR TAXATION this 29th day of June, 1990.



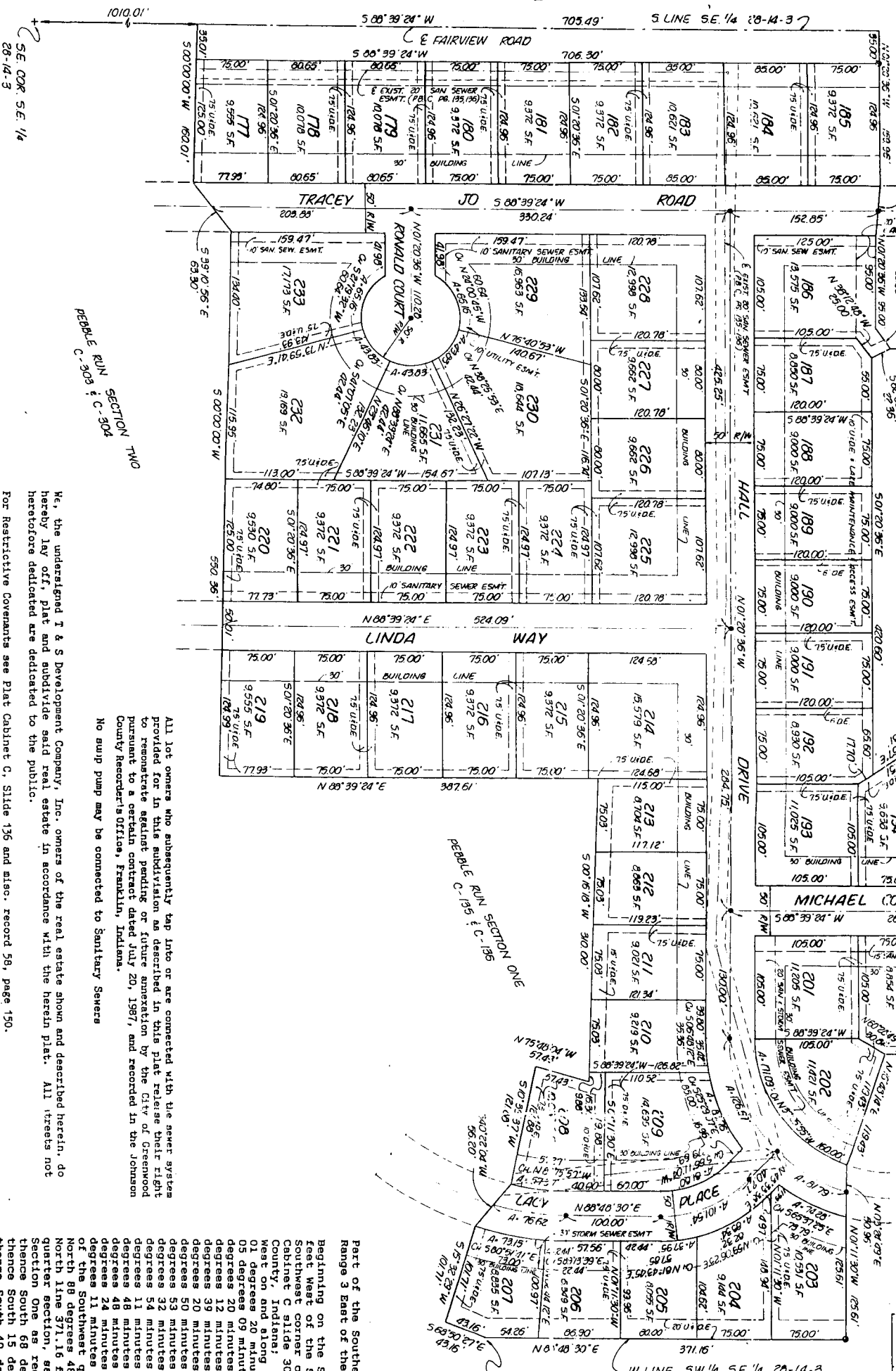
CENTRAL LINE CURVE			
CURVE	DELTA	RADIUS	TANGENT
"A"	89°50'54"	160.82'	160.39'
"B"	45°14'51"	128.57'	53.58'
"C"	36°36'20"	302.33'	100.00'

LEGEND

- U. & D. E. UTILITY AND DR
- B.S.L. BUILDING SETBACK
- S.F. SQUARE FEET
- CH. CHORD
- RIGHT-OF-WAY SURVEY MONUMENT
- R/W RIGHT-OF-WAY

LAND DESCRIPTION

Part of the Southeast Quarter of Section 28, Township 1 Range 3 East of the Second Principal Meridian described Beginning on the South line of the said quarter sect



We, the undersigned T & S Development Company, 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. All interests not heretofore dedicated are dedicated to the public.

For Restrictive Covenants see Plat Cabinet C, Slide 136 and also, record 58, page 150.

All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat release their right to renege against pending or future appropriation by the City of Greenwood pursuant to a certain contract dated July 20, 1987, and recorded in the Johnson County Recorder's Office, Franklin, Indiana.

No sump pump may be connected to Sanitary Sewers

Robert W. Stephens
 Robert W. Stephens, President
 T & S Development Company, Inc.

LAND DESCRIPTION

Part of the Southeast Quarter of Section 28, Township Range 3 East of the Second Principal Meridian described Beginning on the South line of the said quarter section West of the Southeast corner thereof, said point Southwest corner of Pebble Run, Section Two as recort Cabinet C slide 303 and 304 in the Recorder's Office Johnson County, Indiana; thence South 88 degrees 39 minutes West on and along the said South line 705.49 feet; t 01 degrees 20 minutes 36 seconds East 159.96 feet; t 05 degrees 09 minutes 39 seconds East 50.32 feet; then degrees 20 minutes 36 seconds West 95.00 feet; then degrees 12 minutes 48 seconds West 25.00 feet; then degrees 39 minutes 24 seconds West 35.95 feet; then degrees 50 minutes 36 seconds West 76.99 feet; then degrees 53 minutes 51 seconds West 142.25 feet; then degrees 54 minutes 02 seconds East 100.00 feet; then degrees 11 minutes 37 seconds West 378.91 feet; then degrees 48 minutes 14 seconds East 119.43 feet; then degrees 24 minutes 30 seconds West 125.61 feet; then degrees 11 minutes 30 seconds East 50.96 feet; to the of the Southwest quarter of the said Southeast quarter North 88 degrees 48 minutes 30 seconds East on and along North line 371.16 feet to the Northeast corner of the quarter section, said point being on the West line of section One as recorded in Plat Cabinet C slide 1; thence South 68 degrees 50 minutes 29 seconds East 1; thence South 15 degrees 32 minutes 29 seconds West 1; thence South 40 degrees 22 minutes 04 seconds West 1; thence North 10 degrees 48 minutes 04 seconds West 1; thence South 00 degrees 16 minutes 18 seconds West 1; thence North 88 degrees 39 minutes 24 seconds East 1; thence South 00 degrees 00 minutes 00 seconds West 1; thence South 39 degrees 10 minutes 56 seconds East 1; thence South 00 degrees 00 minutes 00 seconds West 16 the Point of Beginning containing 19.565 acres more or

LEGEND	RIGHT-OF-WAY	SURVEY MONUMENT
U. & D. E.	CHORD	
B.S.L.		
S.F.		
CH.		
UTILITY AND DRAIN		
BUILDING SETBACK		
SQUARE FEET		

State of Indiana
 County of Johnson SS:
 Subscribed and sworn before me this 11th day of June, 1987
 Notary Public
Robert W. Stephens



Plat Prepared By:

13. cash

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

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SCRIVENER'S ERROR AFFIDAVIT

I, William M. Waltz, being duly sworn upon my oath, depose and say as the attorney who prepared, and scrivener of, the instrument captioned "Second Amendment and Supplement to Declaration of Covenants and Restrictions for Pebble Run" for T & S Development Company, Inc., the Declarant therein, which instrument affects certain real estate in Johnson County, Indiana platted as Subdivisions known as Pebble Run - Sections One, Two, Three and Four (see Plat Book references noted below), and which instrument was recorded on August 17, 1992 in Miscellaneous Book 064 Page 942 in the Office of the Recorder of Johnson County, Indiana, that said instrument contains scrivener's errors which are to be corrected by this Affidavit as follows:

That portion of amendment and supplement number 1 on Page 1 which reads:

1. In Article VIII, the caption "Covenants for Co-Owners of Lake Area within Section Three" shall be amended to read "Covenants for Co-Owners of Lake Area within Pebble Run Sections Three and Four", and said Article is hereby further amended as follows:

Section 1. The Lake Area bounding Pebble Run Sections Three and Four, comprising 1.473 acres, shall be owned and controlled as tenants in common by the owners of lots 186 through 192 and lots 194 through 197 in Pebble Run Section Three and lots numbered 297, 298, 304, 305, 306, 307 and 310 in Pebble Run Section Four, the owners of said lots being co-owners, each having an equal and undivided One-Nineteenth (1/19th) interest in said Lake Area.

Should be deleted and replaced with the following:

1. In Article VIII, the caption "Covenants for Co-Owners of Lake Area within Section Three" shall be amended to read "Covenants for Co-Owners of the Area shown as Badger Lake within Section Three and bordering Section Four", and said Article is hereby further amended as follows:

Section 1. The Area shown as *Badger Lake* ("Lake Area") bounding Pebble Run Sections Three and Four, comprising 1.473 acres, shall be owned and controlled as tenants in common by the owners of lots 186 through 192 and lots 194 through 197 in Pebble Run Section Three and lots numbered 297, 298, 299, 304, 305, 306, 307 and 310 in Pebble Run Section Four, the owners of said lots being co-owners, each having an equal and undivided One-Nineteenth (1/19th) interest in said Lake Area.

William M. Waltz

William M. Waltz, Attorney at Law
Van Valer & Williams

BOOK 065 PAGE 111

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STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Subscribed and sworn to before me, a Notary Public, this 6th day of Oct., 1992.

Gayle M. Martin
Notary Public, Gayle M. Martin
Resident of Madison County, IN

My Commission Expires:
2/27/93

NOTE: The Plats for Pebble Run Sections One, Two, Three and Four are recorded in the Office of the Recorder of Johnson County, Indiana, at Plat Book C, Pages 135 and 136, 303 and 304, 459 and 544 respectively.

This document prepared by: William M. Waltz, Attorney at Law, VAN VALER & WILLIAMS, 300 S. Madison Avenue, Suite 400, P.O. Box 405, Greenwood, Indiana, 46142.
stephens.rw/pebble.run/sec-4/act/van.af

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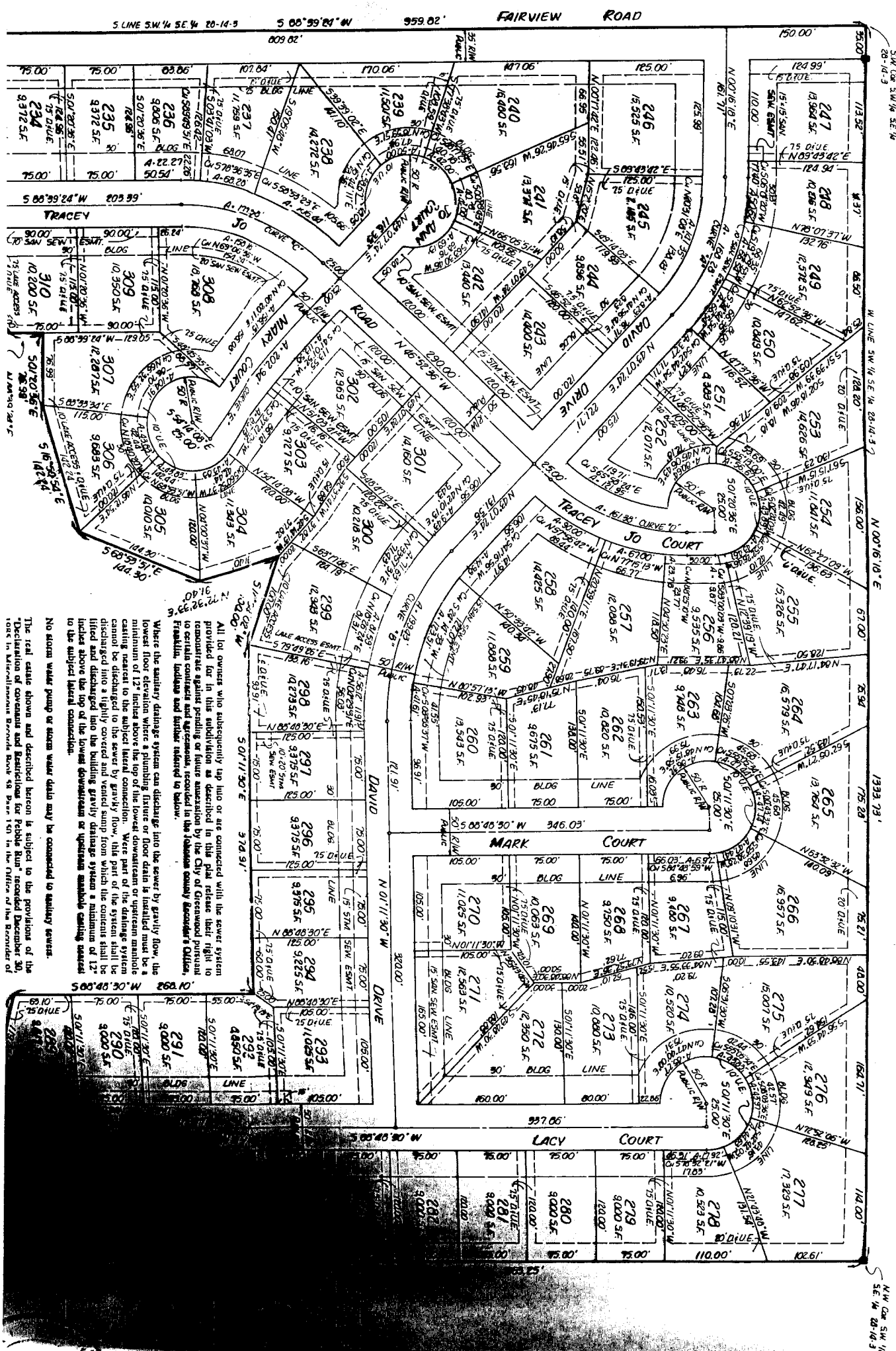
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JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

C-544

PEBBLE RUN - SECTION FOUR

JOHNSON COUNTY, INDIANA

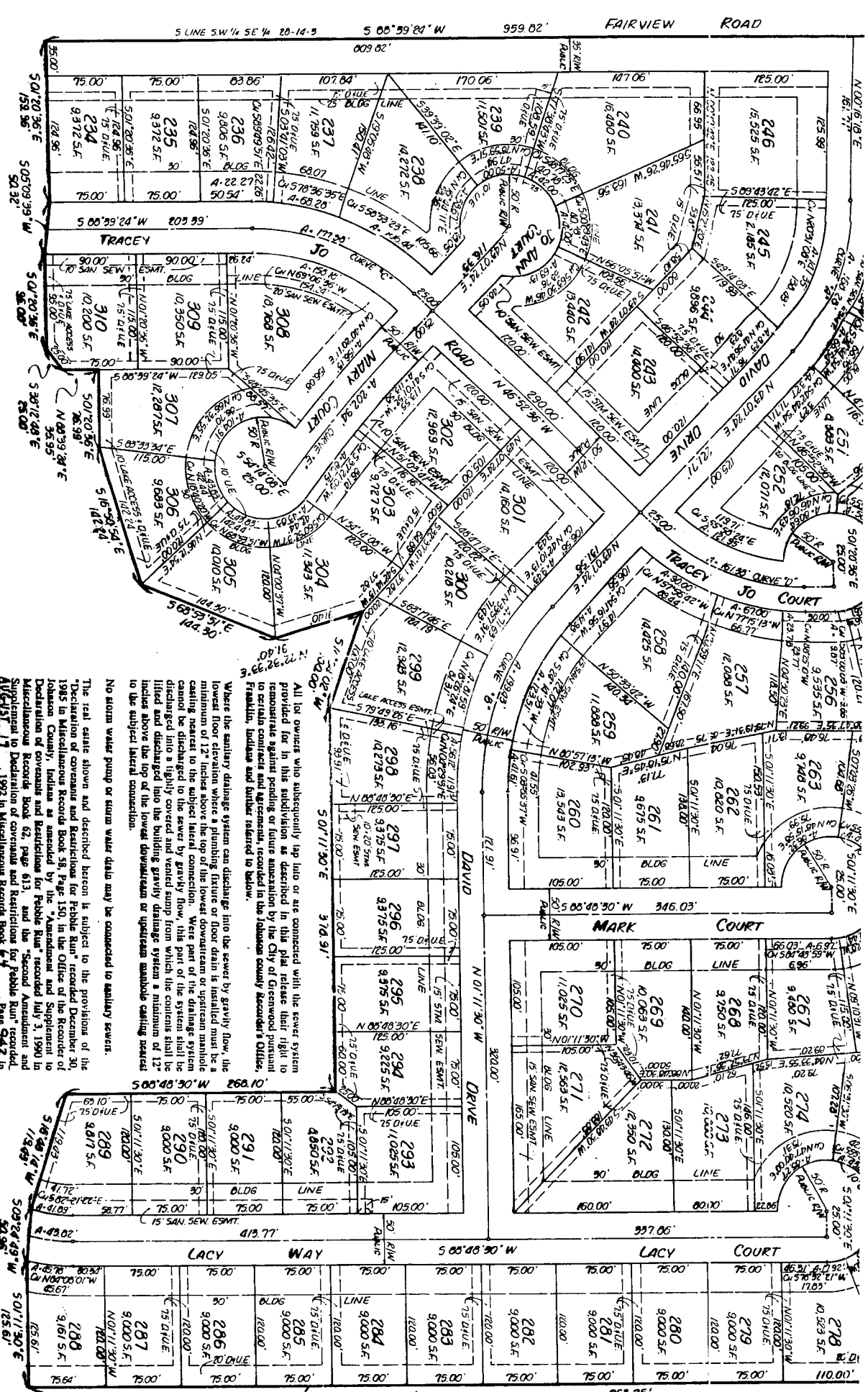


No storm water pump or storm water drain may be connected to sanitary sewers.

The real estate shown and described herein is subject to the provisions of the Declaration of Covenants and Restrictions for Pebble Run, recorded December 30, 1984 in Johnson County, Indiana, Book 147, Page 147 in the Office of the Recorder of Deeds.

Where the sanitary drainage system can discharge into the sewer by gravity flow, the lower floor level of a building where a plumbing fixture or floor drain is installed must be a minimum of 12" higher above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where part of the drainage system cannot be discharged into the sewer by gravity flow, this part of the system shall be discharged into a rigidly covered and vented sump from which the contents shall be lifted and discharged into the building gravity drainage system a minimum of 12" higher above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection.

All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat release their right to recover the cost of construction and operation, recorded in the Johnson County Recorder's Office, from the lot owner who installed the same.



CURVE DATA

Curve	Delta	Tangent	Radius	Length	Chord
A	42° 51' 06"	88.29	225.00	166.28	164.38
B	44° 18' 55"	105.00	227.84	199.43	194.49
C	44° 28' 01"	93.53	228.81	177.58	173.16
D	44° 28' 01"	93.53	228.81	177.58	173.16



Part of the Southwest Quarter of the Southeast Quarter of Section 26, Township 14 North, Range 3 East of the Second Principal Meridian described as follows:

Beginning at the Southwest corner of the said Quarter-Quarter Section; thence North 00 degrees 16 minutes 18 seconds East on and along the West line of the said Quarter-Quarter Section 1333.73 feet to the Northwest corner thereof; thence North 88 degrees 48 minutes 30 seconds East on and along the North line of the said Quarter-Quarter Section 963.25 feet to the Northwest corner of Lot No. 203 in Peble Run, Section Three, as recorded in Plat Cabinet 'C', Page 459 of the said Subdivision to following; thence South 01 degrees 11 minutes 30 seconds East 125.61 feet; thence South 03 degrees 24 minutes 49 seconds West 50.96 feet; thence South 16 degrees 26' 10" West 119.43 feet; thence South 01 degrees 11 minutes 30 seconds East 88 degrees 48 minutes 30 seconds West 268.10 feet; thence South 01 degrees 11 minutes 30 seconds East 30 seconds West 18 degrees 54 minutes 02 seconds West 100.00 feet; thence North 72 degrees 32 minutes 33 seconds East 91.40 feet; thence South 68 degrees 53 minutes 51 seconds East 144.30 feet; thence South 16 degrees 16 minutes 54 seconds East 142.24 feet; thence North 88 degrees 39 minutes 24 seconds East 20 feet; thence South 38 degrees 12 minutes 48 seconds East 25.00 feet; thence South 01 degrees 20 minutes 36 seconds East 95.00 feet; thence South 09 degrees 09 minutes 39 seconds West 50.32 feet; thence South 01 degrees 31 minutes 26 seconds East 15.00 feet.

We, the undersigned T. & S. Development Company, 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. All streets not heretofore dedicated are dedicated to the public.

Robert W. Stephens
 T. & S. Development Company, Inc.
 Robert W. Stephens, President

State of Indiana)
 County of Johnson) SS:
 Subscribed and sworn before me this 29th day of July 1992
 My Commission expires: 2001

Daniel L. Murray
 Registered Land Surveyor No. 50998
 Date: July 29, 1992

Daniel L. Murray hereby certifies that I am a Registered Professional Land Surveyor I State of Indiana, that this plat correctly represents a survey completed by me on July 19, 1991; that all monuments shown thereon actually exist or will be set, and that their location, type and material are accurately shown; and that the computed error of closure on boundary survey is not more than one foot in ten thousand feet; and that this plat complies with the provisions of the Subdivision Ordinance.