

PCS/13-2ABC

## RESTRICTIVE COVENANTS OF PROVIDENCE ESTATES

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

### 1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Charles A. Mead and P. Beth Mead, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Association" shall mean Providence Estates Property Owners Association as created by the Developer.

D. "Developer" shall mean Providence Estates, LLC or their assigns.

E. "Plat or Plats" shall mean the subdivision plat or plats for Providence Estates, the plat of which was recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, as Instrument # \_\_\_\_\_ in the Office of the Recorder of Hendricks County, Indiana.

Instrument	Book	Page	Type
200200022798	0	0	PLAT

F. "Development" shall mean and refer to the residential development known as Providence Estates, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.

G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

I. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the plat.

J. "Common Areas" shall mean those areas on the plat or plats marked as such or those areas other than lots. The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;

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3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,
4. for the use of the Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

These areas shall be governed by the Providence Estates Property Owners Association. These areas shall be conveyed to the respective Association and shall be accepted by such at such time as deemed necessary by Developer.

2. Land Use. Lots shall be used only for single family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

3. Dwelling Size. No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one story dwelling, excluding garages and one story porches, shall be not less than 2000 square feet. The ground floor area of the main structure of any two story or three story dwelling, excluding garages and one story porches, deck and patios shall be not less than 1800 square feet, with no less than a total of 2400 square feet of finished floor space in such two or three story structure. All residential structures shall be constructed with ninety percent (90%) brick on the ground level; no vinyl or aluminum siding shall be permitted on any elevation; no vinyl windows are permitted on any residential structures.

4. Roof Pitch. A minimum roof pitch shall be 8/12 on the main structure of the dwelling.

5. Side Building Lines. Side building lines are ten (10) feet on each side of a lot, outside which no structure shall be erected or maintained.

6. Permanent Residence. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and, no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.

7. Business. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession, except that Home Occupations are allowed in accordance with the Ordinances of the Town of Plainfield.

8. Animals. No animals or poultry shall be kept or maintained in this subdivision except common household pets.

9. Architectural Design. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing.

In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

10. Covenants for maintenance assessments through Providence Estates Property Owners Association.

- A. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of Providence Estates, hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.
- C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Providence Estates, shall be in the amount of \$125.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Providence Estates Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Providence Estates Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.
- D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the

voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

- F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections U and E hereof shall be as follows: At the first meeting called as provided in Sections U and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections U and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or pro-rations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section U hereof shall be fixed in the Resolution authorizing such assessment.
- H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent tee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee action.
- J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination

shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

- K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.
- L. Voting, Board and Developer. Each owner of a lot in the Development of Providence Estates shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Charles A. Mead and P. Beth Mead, which Initial Board shall serve until the sale of forty (40) lots in the Development or until January 1, 2010, whichever first occurs.
11. Resubdivison: No parcel of land shall be re-divided into a smaller building lot.
12. Membership and Association. All lots and owners thereof shall belong to the Providence Estates Property Owners Association and shall be governed by the By-Laws of such Association.
13. Construction and Repair Time. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.
14. Utility Building and/or Barn. There shall be no storage or utility buildings, barns, or other outbuildings on any lot within the subdivision.
15. Signs. The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.
16. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be located within a garage or house such that they are completely concealed from public view.
17. Hunting and Trapping. Hunting and trapping are prohibited in this subdivision, except that the Providence Estates Property Owners Association has exclusive authority to allow trapping in the ponds.

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18. Fences. All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.
19. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
20. Water Supply and Sewage Disposal. No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.
21. Vehicle Parking. No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.
22. Landscaping. The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting. No owner shall remove or alter any trees or landscaping installed by the Declarant pursuant to the Landscaping Plan dated June 1, 2001 and approved by the Town of Plainfield on June 28, 2002 .
23. Maintenance of Lots and Improvements. Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.
24. Nuisances. No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.
25. Basement Floors. Developer suggests that all basement floors be constructed at least two (2) feet above the 100 year flood plain elevation so as to eliminate the need of flood insurance.
26. Driveways. Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. The driveway shall be completed not later than the completion of the construction of the dwelling.

27. Swimming Pools. No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

28. Crawl Space and Foundation Drains. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.

29. No Visually Obtrusive Objects. No high intensity lighting, no television, radio or other antennae, no satellite dishes exceeding 20 inches in diameter, nor any visually obtrusive object may be erected by any Lot Owner on the exterior of a dwelling or anywhere on a Lot. Lot Owner(s) must obtain the express, written approval of the Committee prior to the installation of a SMALL (20" or less) satellite Reception Device. The Lot Owner must notify the Committee in writing of the type and size of the small Reception Device, color, the proposed location, and provide the Committee with a copy of any required permit. If an acceptable quality signal can be received by placing the Reception Device inside a dwelling unit without unreasonable cost increase, then installation outside a Dwelling Unit is prohibited. Any approved exterior Reception Devices must be maintained or replaced if the exterior of the device deteriorates.

30. Sidewalks. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications and those of the Town of Plainfield. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

31. Gazebos. Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

32. Mail Boxes. Providence Estates, LLC will furnish specifications for a mailbox with post assembly. The owner or his contractor shall purchase and install said mailbox at the owner's expense. No other type of mailbox or mailbox post shall be erected or be permitted to remain at any lot unless approved beforehand by the Committee.

33. Retaining Walls. Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.

34. Play Equipment. Children's play equipment, including but not limited to sand boxes, swing and slide sets, play houses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.

35. Clothes Lines. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

36. Garbage and Other Refuse. No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out

of doors of such refuse on his Lot except as may be permitted in Paragraph 37, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

37. Trash Receptacles. Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.
38. Gardens. No garden shall be visible from any street.
39. Ditches and Swales. It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.
40. Mud Control. Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets, said owner or his agent shall line the lot side of any curb adjoining the lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately-surfaced area. Should mud or other debris be distributed on any public street or other area as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement.
41. Association's Right to Perform Certain Maintenance. In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions.
42. Blanket Easement. Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage-ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Providence Estates.
43. Street Address. The committee shall require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.
44. Yard/Post Light in Front Yard. Providence Estates, LLC will furnish specifications for a yard/post light with assembly to be located in the front yard. The owner or his contractor shall purchase and install said yard/post light with assembly at the owner's expense. No other type of yard/post light with assembly shall be erected or be permitted to remain at any lot unless approved beforehand by the Committee.
45. Noise Disclosure. Declarant discloses to all owners, mortgagees, tenants and any other persons or entities that may own a lot or an interest in a lot that they may experience levels of aircraft noise and other effects from aircraft operation that they may find objectionable and that they are purchasing such lot or interest in a lot with full knowledge and acceptance of this noise disclosure statement and all other effects resulting from aircraft operations.



46. Enforcement. Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

47. Term. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

48. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 1<sup>st</sup> day of ~~May~~ July, 2002.

PROVIDENCE ESTATES, LLC

By:

  
 \_\_\_\_\_  
 Charles A. Mead, Member



STATE OF INDIANA )  
 ) SS:  
 HENDRICKS COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared Charles A. Mead, Member of Providence Estates, LLC, who acknowledged the execution of the foregoing Restrictions of Providence Estates, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of July, 2002.

Amy M Elsenbroek  
Notary Public - Signature  
Amy M Elsenbroek  
Notary Public - Printed Name  
Resident of Hendricks County

My Commission Expires:  
11/15/06

This instrument prepared by: Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317) 745-4300.

**EXHIBIT "A"**

That portion of the Northwest Quarter of Section 1, Township 14 North, Range 1 East of the Second Principal Meridian, Town of Plainfield, Hendricks County, Indiana, described as follows:

Commencing at a 3/4 inch iron pipe found marking the Northeast corner of said Northwest Quarter; thence South 88 degrees 20 minutes 07 seconds West along the North line thereof 748.42 feet to the **POINT OF BEGINNING**; thence South 01 degrees 39 minutes 53 seconds East 1119.06 feet to the south line of that land described as Parcel Four in an Heirship Affidavit of Helen E. Agan and recorded as Instrument Number 97-19607 in Volume 25, Pages 1932-1936 in the Office of the Recorder of said county; thence South 88 degrees 20 minutes 07 seconds West along said south line 990.04 feet; thence North 65 degrees 06 minutes 14 seconds West 75.32 feet; thence North 31 degrees 49 minutes 56 seconds West 93.68 feet; thence North 63 degrees 33 minutes 52 seconds West 247.52 feet; thence North 27 degrees 07 minutes 23 seconds West 165.26 feet; thence North 68 degrees 18 minutes 60 seconds West 58.60 feet; thence North 26 degrees 17 minutes 12 seconds West 347.84 feet; thence North 22 degrees 00 minutes 12 seconds West 193.24 feet; thence North 53 degrees 14 minutes 18 seconds West 55.55 feet to the center line of Stanley Road; thence North 62 degrees 36 minutes 02 seconds East along said center line 258.85 feet to the beginning of a tangent curve to the right having a radius of 716.20 feet and a central angle of 25 degrees 44 minutes 05 seconds; thence northeasterly and easterly along the arc of said curve and said center line 321.68 feet to the North line of said Northwest Quarter; thence North 88 degrees 20 minutes 07 seconds East along said North line 1159.13 feet to the **POINT OF BEGINNING**, containing 36.918 acres, more or less.

ALSO:

That portion of the Northwest Quarter of Section 1, Township 14 North, Range 1 East of the Second Principal Meridian, Town of Plainfield, Hendricks County, Indiana, described as follows:

Considering the North line of said Northwest Quarter as bearing North 88 degrees 20 minutes 07 seconds East with all bearings contained herein being relative thereto.

Commencing at a 3/4 inch iron pipe found marking the Northeast corner of said Northwest Quarter; thence South 00 degrees 29 minutes 59 seconds West along the East line thereof 1119.85 feet to the southeast corner of the land of Helen E. Agan as described in Instrument No. 97-19607, Volume 25, Pages 1932-1936 in the Office of the Recorder of said county; thence South 88 degrees 20 minutes 07 seconds West along the south line thereof 706.13 feet to the **POINT OF BEGINNING**; thence South 01 degrees 39 minutes 53 seconds East 37.20 feet; thence South 89 degrees 24 minutes 56 seconds West 808.41 feet to a 5/8 inch rebar with "BANNING ENG LS29800001" cap set; thence South 86 degrees 11 minutes 13 seconds West 128.33 feet; thence North 65 degrees 06 minutes 14 seconds West 59.86 feet to said south line; thence North 88 degrees 20 minutes 07 seconds East along said south line 990.04 feet to the **POINT OF BEGINNING**, containing 0.637 acres, more or less.



201120530

PAUL T HARDIN  
HENDRICKS COUNTY RECORDER  
09/20/2011 01:14:09PM

**Cross-Reference:**

Providence Estates, Section 1 (Plat), Instrument # 2002-00022798  
Providence Estates, Section 2 (Plat), Instrument # 2004-00022136  
Providence Estates, Restrictive Covenants, Instrument # 2002-00022799

**CODE OF BY-LAWS**

for

**PROVIDENCE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

COMES NOW the Providence Estates Property Owners Association, Inc., by its Board of Directors, on this 17<sup>th</sup> day of August, 2011, and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Hendricks County, Indiana commonly known as Providence Estates was established upon the recording of certain Plats and other documents with the Office of the Recorder for Hendricks County, Indiana; and

**WHEREAS**, the Plat for Providence Estates , Section 1, was recorded with the Office of the Hendricks County Recorder on July 11, 2002, as **Instrument # 2002-00022798**, or Plat Cabinet 5, Pages 13-2ABC; and

**WHEREAS**, the Plat for Providence Estates , Section 2, was recorded with the Office of the Hendricks County Recorder on July 14, 2004, as **Instrument # 2004-00022136**, or Plat Cabinet 5, Pages 171-2AB; and

**WHEREAS**, the Restrictive Covenants of Providence Estates ("Restrictive Covenants"), was recorded with the Office of the Hendricks County Recorder on July 11, 2002, as **Instrument # 2002-00022799**, said Restrictive Covenants stating that by taking a deed to any Lot as set forth on the above listed Plats for the Providence Estates development, each owner becomes a mandatory member of the subdivision's homeowner's association known as Providence Estates Property Owners Association, Inc. ("Association"), an Indiana nonprofit corporation; and

**WHEREAS**, the Association was incorporated pursuant to the above listed Restrictive Covenants as a non-profit corporation pursuant to the Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on June 23, 2003; and

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**WHEREAS**, the Association's Initial Board of Director(s) were to adopt a Code of Bylaws ("Bylaws"), but the Bylaws were either: a) never adopted; or b) lost over time. In either event, the Association no longer has a set of Bylaws; and

**WHEREAS**, the Articles (specifically Article X, Section 4) states that the Board of Directors of the Corporation shall have the power to make, alter, amend or repeal the Bylaws of the Corporation by an affirmative vote of a majority of the members of the Board of Directors; and

**WHEREFORE**, pursuant to the authority granted to the Board of Directors by the Articles, a majority of the Board of Directors have voted to adopt the following set of Bylaws, which do not conflict in any manner with any provision contained in the Restrictive Covenants or the Articles, and it is the intention of the Association that these Bylaws shall replace all formerly adopted Bylaws, if any, and any amendments thereto.

**[End of Recitals]**

## CODE OF BY-LAWS

for

### PROVIDENCE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

#### ARTICLE I

##### Identification

**Section 1. Name.** The name of the corporation is "Providence Estates Property Owners Association, Inc." (hereinafter referred to as "Corporation" or "Association").

**Section 2. Principal Office and Resident Agent.** The name and post office address of the registered office of the Association is: Providence Estates Property Owners Association, Inc., P.O. Box 1049, Plainfield, IN 46168, or as updated from time to time with the Indiana Secretary of State's Office.

The registered agent of the corporation is currently: Keith Blankenship, 1214 Providence Pass, Plainfield, IN 46168. However, it should be noted that the registered agent may be a member of the Board of Directors or a hired management agent and can potentially change from year to year. Therefore, the current registered agent of the Association can be determined through the most recent annual business entity report filed with the Indiana Secretary of State's office.

Until the Board of Directors otherwise determines, the registered office of the Association shall be the registered place of business of the Association, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law and need not be identical to the registered place of business of the Association.

#### ARTICLE II

##### Definitions

**Section 1. "Act"** means the Indiana Nonprofit Corporation Act of 1991 and any subsequent amendments thereto.

**Section 2. "Articles of Incorporation" or "Articles"** means the Articles of Incorporation of the Corporation filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

**Section 3. "Association" or "Corporation"** shall mean and refer to Providence Estates Property Owners Association, Inc.

**Section 4. "Board of Directors" or "Board"** means the Board of Directors of the Corporation.

**Section 5. "Bylaws"** means the most current Code of Bylaws, including any amendments or revisions, adopted by the Association.

**Section 6.** "Common Expenses" means the actual and estimated expenses for the administration of the Association, and the expenses for the maintenance, management, operation, repair, improvement and replacement of the Common Areas, any expenses incurred for the enforcement of any provision of the Declaration or rules and regulations, and any other cost or expense incurred by the Association for the benefit of the Common Areas, the Association and/or its Members.

**Section 7.** "Declarant" or "Developer" shall mean Providence Estates, LLC, an Indiana limited liability corporation, and any successors and assigns designated by the Developer in written recorded instruments to have the same rights as the Developer under the terms of the Restrictive Covenants. This will include, without limitation, any mortgagee that acquires title to any portion of the Property (as such term is defined in the Restrictive Covenants) under the terms of, or in foreclosure of, a mortgage executed by Developer.

**Section 8.** "Director" means a member of the Board of Directors, elected or appointed in accordance with these Bylaws.

**Section 9.** "Owner" also referred to as "Member" or "Lot Owner", shall mean the person or collection of persons who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

**Section 10.** "Property", "Properties", "Real Estate", "Development" and "Tract" shall mean and refer to the real estate described in the Restrictive Covenants, identified in the Exhibits attached to the Restrictive Covenants, and/or set forth on the various recorded Plats of the Development, and any property subsequently annexed thereto pursuant to the Restrictive Covenants.

**Section 11.** "Restrictive Covenants" shall mean and refer to the Restrictive Covenants of Providence Estates, recorded with the Office of the Hendricks County Recorder on July 11, 2002, as Instrument # 2002-00022799, and all subsequent amendments thereto.

**Section 12.** All other terms used in these Bylaws not set forth herein are to be interpreted as defined and used in the Restrictive Covenants.

### ARTICLE III

#### Membership, Meetings, and Voting Rights

**Section 1. Membership:** Reference is hereby made to the Restrictive Covenants and the Articles of Incorporation which sets forth terms, provisions, and conditions governing and relating to membership in the Association, transfer of membership and voting rights of classes of Members, all of which terms, provisions and conditions are incorporated herein by reference.

**Section 2. Quorum and Adjournments:** At any meeting of the membership, unless otherwise set forth herein or in the Restrictive Covenants, the presence of Members, in person or by proxy, entitled to cast ten percent (10%) of the total number of valid and eligible Owner votes shall constitute a quorum. For purposes of this section, the term "eligible" means any Owner whose privileges are not suspended for any reason as set forth in the Restrictive Covenants, Articles or these Bylaws. If a Member has had his voting rights suspended pursuant to the Restrictive Covenants, Articles or these Bylaws, that vote is not

considered a valid or eligible vote toward calculating quorum requirements. After a Member's vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting. Except as otherwise provided in the Restrictive Covenants, Articles or these Bylaws, each question or action shall be deemed passed if approved by a simple majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present.

For meetings at which: a) a change in the basis and maximum of the annual assessment is to be voted upon; b) a special assessment is to be voted upon; c) the removal of one or more directors is to be voted upon; or d) a vote regarding the legal structure of the Association is to be voted upon, the presence of Owners, in person, by ballot or by proxy, entitled to cast sixty percent (60%) of the total number of eligible voting Owner votes shall constitute a quorum at the first meeting. If a sixty percent (60%) quorum is not met at the first meeting for one of the above issues, then a subsequent meeting(s) may be called within sixty (60) days, and the quorum requirement at the subsequent meeting(s) shall drop by one-half of the quorum requirement at the preceding meeting until a meeting where quorum exists is held. However, no subsequent meeting(s) may be called more than sixty (60) days after the preceding meeting, and no subsequent meetings may be called for the purpose of voting on the removal of directors.

**Section 3. Meetings:** Meetings of the Members of the Association shall be in accordance with the following provisions:

- A. **Place.** Meetings of the Members shall be held at such place in Hendricks County, Indiana, as may be designated by the Board of Directors of the Association.
- B. **Annual Meeting.** The annual meeting of the Association shall be held in November of each year. However, if for some reason the annual meeting cannot be held in the month of November, the Board may select another date to hold the annual meeting; provided that the annual meeting must be held no more than fifteen (15) months after the previous annual meeting date. The specific date, time and place of the annual meeting are to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.
- C. **Special Meetings.** A Special Meeting of the Owners may be called by the President, by resolution approved by a majority of the Board of Directors, or upon written petition signed by not less than ten percent (10%) of the Owners. The petition shall be presented to the President or Secretary of the Association and shall state the purposes for which the Special Meeting is to be called. Such purposes, along with the date, time and location of the Special Meeting shall be stated in the notice of the meeting which is sent to the Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Owners are present.
- D. **Notice of Meetings.** Written or printed notices stating the place, day and hour of a meeting and, in case of a Special Meeting, the purpose or purposes for which the Special Meeting is called, shall be delivered or mailed by the Secretary of the Association to each Member of record of the Association entitled to vote at the meeting, at the last known address as it appears upon the records of the Association or the local county assessor's office, at least thirty (30) days before the date of the meeting, but not more than sixty (60) days prior to the meeting. If an Owner consents to receiving electronic service, then meeting notices may be provided to those Owners by email or postings on the Association's website, if one. Notice of any meeting of the Members may be waived in writing by any Member if the waiver sets forth in reasonable detail the purpose or



purposes for which the meeting is called and the time and place thereof. An Owner's attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

- E. **Order of Business.** The order of business at meetings of the Members shall, to the extent applicable, be as follows:
1. Call to Order.
  2. Reading of minutes of preceding meeting.
  3. Reports of officers.
  4. Reports of committees.
  5. Treasurer's Report and review of Annual Budget (if an annual meeting).
  6. Election of director(s) (if an annual meeting).
  7. Unfinished business.
  8. New business.
  9. Adjournment.

**Section 4. Voting at Meetings.**

- A. **Voting Rights.** Unless otherwise suspended, each Lot shall be entitled to cast one (1) vote on each issue properly brought before the membership. In the event any Lot is owned by more than one person, such persons shall decide among themselves which Owner with respect to such Lot who shall be entitled to vote at a meeting of the Members. In the event the Lot is owned by a corporation or other entity, that entity may appoint a representative to cast the vote(s) for the lot.
- B. **Proxies.** A Member may vote either in person or by his duly authorized and designated proxy. Where a Member's vote is by proxy, the Member shall duly designate his proxy in writing and deliver it to the Secretary of the Corporation or any other officer or agent of the Association authorized to tabulate votes. The proxy is effective once it is received by the Association; however, a proxy may be revoked in writing by the Member prior to being exercised or by the Member's personal attendance at the meeting where the vote is to be taken. If a Member signs more than one proxy appointment, the latest in time, if possible to determine, is considered to be valid. However, if a Member signs more than one proxy appointment and it is not possible to determine which proxy is to be used, the Board may reject all proxies submitted on behalf of that Member. A proxy must contain the Member's printed name, address or Lot number, the Member's signature, and the date the proxy is executed (signed). A proxy is only valid for eleven (11) months from the date of its execution unless a longer or shorter period of validity is expressly set forth in the proxy.
- C. **Majority Required.** Except as otherwise provided in the Restrictive Covenants, Articles, these Bylaws, or Indiana law, each question or action voted upon at any Member meeting shall be deemed passed if approved by a simple majority of the eligible votes cast by the Members present, in person or by proxy, at the meeting at which a quorum is present.
- D. **Suspension of Voting Rights.** No Member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy.  
For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors pursuant to its

authority as set forth in the Restrictive Covenants, whichever is later in time. If the amount due to the Association is for an obligation other than assessments, such as reimbursement for a covenant violation or court judgment, then the thirty (30) day period shall start on the date the amount became due.

The term "payment" means the payment of all amounts due to the Association, including any assessments, collection fees, interest, late fees, attorney fees, court costs, or other sums that are owed to the Association. As a result, if any Owner is paying the Association on a payment plan or agreement, and that payment arrangement does not pay the entire amount due to the Association within thirty (30) days of becoming due, then that Owner's voting rights will stay suspended until the entire amount due to the Association is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not end any suspension under this provision until the funds from the payment are actually received by the Association. The Board of Directors shall be free to adopt additional rules regarding the suspension of voting rights they deem necessary or appropriate for the failure of an Owner to pay any sums owed to the Association.

**Section 5. Action by Written Ballot, Etc.** Any action required or permitted to be taken at any meeting of the Members may be taken by written ballot with or without a meeting if the Association delivers a written ballot to every Owner eligible to vote on the matter. To be valid, the ballot must contain:

- a) the printed name of the Owner;
- b) the signature of the Owner;
- c) the lot(s) owned or being purchased by the Owner; and
- d) the date the ballot is being signed.

Approval by written ballot is only valid if:

- a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to be present at a meeting authoring such action; and
- b) the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting.

The written ballot must set forth each proposed action and provide an opportunity for the Owner to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must indicate:

- a) the number of responses needed to meet the quorum requirements;
- b) the percentage of approvals necessary to approve each matter (other than the election of directors); and
- c) specify the time by which a ballot must be received by the Association to be counted.

Ballots may be mailed or personally delivered to the Association's registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast by Owners NOT attending the meeting must be RECEIVED at the Association's registered office by the end of business at least two (2) business days prior to the date of the meeting in order to be counted. Unless otherwise stated on the ballot, any ballots received less than two (2) business days prior to the meeting date shall not be counted unless cast in person by the Owner, or his proxy, at the meeting. The Board of Directors may adopt additional voting procedures for submitting and processing ballots.

If an Owner signs or submits more than one ballot, the latest in time, if possible to determine, is considered to be valid. However, if an Owner signs or submits more than one ballot, and it is not possible to determine which ballot is to be used, the Board may reject all ballots submitted by that Owner.

In addition, voting and meeting participation may be held or performed in any manner set forth in the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to participate in Association actions.

#### ARTICLE IV

##### Nomination and Election of Directors

**Section 1. Nominations.** Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations may be made in writing and presented to the Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a deadline date for submitting written nominations prior to the annual meeting.

If an insufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then oral nominations will be accepted from the floor prior to voting on any open directorship position.

If a sufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then the presiding officer of the annual meeting has the sole discretion to either: 1) stand on the submitted written nominations; or 2) accept additional oral nominations from the floor, prior to voting on any open directorship position.

**Section 2. Election.** Voting on each position for the Board of Directors shall be by paper ballot containing the signature, printed name and address of the Owner casting the ballot. Written balloting may be waived by proper motion at the annual meeting and voting conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions open for election (i.e. 2 nominees for 2 open directorships).

Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for as many nominees as are to be elected; however, cumulative voting (i.e. if there are three positions open for election, allowing a member to cast all three of his votes for one nominee instead of the member casting one vote each for three separate nominees) is not allowed. Those persons receiving the highest number of votes shall be elected.

At any Director election where the terms of those Directors being elected are to be staggered, the highest vote recipient shall be elected to the longest term, the second highest vote recipient shall be elected to the second longest term, and so on until all Director positions being elected are filled. If there is a tie for directorship positions of differing term lengths (i.e. two (2) persons both receive fifteen (15) votes, but one (1) is to serve a two (2) year term and one (1) is to serve a one (1) year term), the Directors may agree to which term each will serve without the need for a new run-off vote. If the Directors cannot resolve the term dispute by agreement, then the presiding officer shall have the sole discretion to decide the issue by either 1) conducting a run-off ballot vote by the Members; 2) drawing names from a hat; or 3) flipping a coin.

In the event no quorum is present at an annual meeting of the Association, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by slating, written petition or oral nomination, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting. Any Director so appointed to fill an open position on the Board of Directors shall serve the same term as if elected by the Members at the annual meeting.

**Section 3. Conducting Elections by Ballot.** The election of Directors may be conducted by ballot so that Owners may select their nominees and send in their votes prior to the annual or special meeting. If the election of Directors is conducted by ballot voting, then nominations must be made in writing and presented to the Secretary of the Association prior to the date of sending out the ballot. The

Board has the authority to set a deadline date for submitting written nominations prior to sending out the ballot. Ballot voting will only be done if there are enough nominations submitted by the deadline date to fill all open Board positions. If the election of Directors is conducted by ballot voting, then NO nominations may be submitted from the floor at the annual or special meeting. If an insufficient number of nominations to fill all open Board positions are submitted by the deadline date, then ballot voting will not be conducted and nominations will be taken from the floor.

## ARTICLE V

### Board of Directors

#### Section 1. Number, Qualifications and Term of Office.

(a). Number. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of seven (7) persons, with the minimum number of Directors being three (3) and the maximum number being nine (9). The exact number of Directors may be increased or decreased, as permitted by law, by resolution of the Board of Directors. If the number of Directors currently serving changes due to the resignation or removal of Directors, or if an insufficient number of Members volunteer to fill all possible Board positions, the Board shall continue to function with the remaining number of Directors until those vacancies are filled so long as there are at least three (3) Directors serving.

(b). Qualifications. A Director must be an Owner who maintains his primary place of residence in the Providence Estates community and does not have his membership rights in the Association suspended for any reason as set forth in the Restrictive Covenants, Articles or these Bylaws. No Lot may be represented by more than one person or representative on the Board of Directors at the same time.

(c). Term of Office Generally. The Board of Directors shall serve their terms on a staggered basis as provided by law, with approximately one-third (1/3) of the Board being open for election each year. Based upon the current seven (7)-member Board, at the first annual meeting following the adoption of these Bylaws, three (3) Directors shall be elected to serve a three (3) year term, two (2) Directors shall be elected to serve a two (2) year term, and two (2) Directors shall be elected to serve a one (1) year term. At all directorship elections held thereafter, all Directors shall be elected to serve a three (3) year term of office. All Directors shall serve their full term and/or until their respective successors are properly elected and qualified.

In the event that the number of Directors is increased or decreased by resolution of the Board, the election terms, or rotation, of said Directors shall be determined by the Board at the time the increase or decrease is approved, so long as the election of Directors continues to be staggered and approximately one-third (1/3) of the Board is open for election each year. If multiple Directors are being appointed by the Board to fill staggered Board vacancies, then the Board shall determine which appointee shall serve each respective staggered term.

#### Section 2. Vacancies and Removal.

(a). Vacancies. Any vacancy that shall occur in the Board of Directors due to the death, resignation, or removal of a Director shall be filled by a majority vote of the remaining Directors and shall serve the remaining term of the vacant directorship. However, if a vacancy is caused by a Director being removed from the Board by a vote of the Membership at a special meeting called for that purpose,

then a majority of the Members in attendance at that meeting shall select a replacement(s) to fill the position(s) of the removed Director(s). Any Director elected by the Members to fill a vacancy on the Board shall serve the unexpired portion of the Board term of the vacant Director position.

(b). **Removal.** Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Corporation at a meeting of the Members called expressly for that purpose.

Pursuant to the Articles (Article VI, Section 2) and Indiana Code 23-17-12-10, as may be amended or re-codified from time to time, the Board of Directors also has the right to remove a Director from the Board with or without cause by a two-thirds (2/3) vote of the Board.

**Section 3. Duties of the Board of Directors.** The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. The Board may employ a managing agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The managing agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) maintenance, repair and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any managing agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) procuring of utilities in connection with the Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);
- (c) landscaping, painting, decoration, furnishing, and maintenance and upkeep of, the Common Areas;
- (d) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;
- (e) preparation of the annual budget, a copy of which will be mailed or delivered to each Owner;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, itemizing the Common Expenses when possible;
- (h) procuring and maintaining for the benefit of the Association, the Owners, any managing agent and the Board the insurance coverage required by the Restrictive Covenants and any other insurance coverage that the Board, in its sole discretion, deems necessary or advisable;
- (i) paying taxes and assessments assessed against and payable with respect to the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas;
- (j) enforcing all covenants, restrictions, bylaws and rules and regulations in the Restrictive Covenants, Articles, Bylaws or adopted rules and regulations;
- (k) all other duties and obligations imposed upon the Association or the Board under the Restrictive Covenants, Articles, Bylaws or the Act.

**Section 4. Powers of the Board of Directors.** The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent to assist the Board in performing its duties;
- (b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;
- (e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all such costs there from;
- (f) to open and maintain a bank account or accounts in the name of the Association;
- (g) to create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Development, including the individual Lots, streets (whether public or private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the Restrictive Covenants, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners;
- (h) to take any and all appropriate action, including legal action, if necessary, to enforce or gain compliance by all Owners of the provisions, restrictions or requirements within Restrictive Covenants, Articles, Bylaws, or rules and regulations of the Association;
- (i) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service; provided that such easements are located within or are co-extensive with any one or more utility easements, maintenance and access easements, landscape and maintenance easements, or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Development, whether such plat is heretofore or hereafter recorded.

**Section 5. Annual Meeting.** The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Members.

**Section 6. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such regular intervals, without notice, at such place and hour as may be determined from time to time by resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a regularly scheduled meeting date previously set by the Board, then notice of the meeting must be provided to each Director at least forty-eight (48) hours prior to the meeting.

**Section 7. Special Meetings.** Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or email; or notice may be given by U.S. Mail if sent, via first class, postage pre-paid, mail at least three (3) days before such meeting.

**Section 8. Notice and Waiver of Notice.** Notices of Board meetings shall be given to each Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.

**Section 9. Quorum.** A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

**Section 10. Attendance at Board Meeting.** Any Board member may participate in a Board meeting telephonically, such as a conference call, or electronically, such as internet video transmission, by which all Directors participating may hear each other during the meeting.

**Section 11. Action Taken Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. If an action is approved via writing or email, evidence of the written or email approval must be made a part of the corporate Board minutes or records. However, failure to keep documentation of the approval does not automatically invalidate the decision.

**Section 12. Compensation.** No Director shall receive compensation for any service he may render to the Association as such Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, and any Director may be paid and compensated for services rendered to the Association in a capacity other than as a Director.

**Section 13. Non-Liability of Directors.** The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or without proper Board approval or ratification.

**Section 14. Additional Indemnity of Directors.** The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the managing agent (if any) or any officer or

**Section 5. Vice-President.** The Vice-President shall act in the place or stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him the Board of Directors or as are delegated to him by the President.

**Section 6. Secretary.** The Secretary shall attend meetings of the Board and of the Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the meetings of Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the list of Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President. The Secretary, or Board in the Secretary's absence, shall have the authority to appoint someone to serve as the Secretary's assistant for note/minute taking purposes at a meeting.

**Section 7. Treasurer.** The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

**Section 8. Special Appointments.** The Board of Directors may appoint such other officers and/or assistant officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

## ARTICLE VII

### Committees

**Section 1. In General.** The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create or appoint one (1) or more various committees to assist the Board in carrying out the purposes of the Association. Members of committees may, but need not, be members of the Board of Directors. Each committee, to the extent provided in such resolution or as authorized pursuant to the Act, Articles, Restrictive Covenants, or these Bylaws, shall have and may exercise such authority of the Board of Directors as shall be expressly delegated by the Board from time to time; except that no such committee shall have the authority of the Board of Directors in reference to:

- a. Adopt, amend or repeal the Articles of Incorporation;
- b. Approve or recommend a plan of merger or consolidation of the corporation not requiring Member approval;
- c. Approve or recommend to the Members the sale, pledge, lease, transfer or exchange of all or substantially all of the assets of the Corporation;
- d. Approve or recommend to the Members the dissolution of the Corporation or a revocation thereof;
- e. Adopt, amend, or repeal the Bylaws of the Corporation;
- f. Fill vacancies on the Board of Directors or committees;
- g. Elect, appoint or remove Directors or members of committees;
- h. Fix the compensation of any member of such committee; or



- i. Alter or repeal any resolution of the Board of Directors that by its terms provides that it shall not be so amendable or repealable.

A majority of all members of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by the Indiana Nonprofit Corporation Act of 1991, as amended.

**Section 2. Architectural and Environmental Control Committee.** The Board of Directors shall also serve as the Architectural and Environmental Control Committee ("AECC" or "Committee") unless or until the Board of Directors deems it necessary or appropriate to appoint a separate Committee to handle the obligations and responsibilities of the AECC. If a separate Committee is created, it shall be a standing committee of the Association and shall consist of three (3) or more members selected and appointed by the Board of Directors, and those Committee members shall serve at the Board's discretion.

## ARTICLE VIII

### Records of the Association

**Section 1. In General.** Current copies of the Restrictive Covenants, the Articles, the Bylaws, rules and regulations, other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any Member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost.

The Association shall keep detailed books of account showing all expenses for the maintenance and repair of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the Members. The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any Member upon written request submitted to the Board at least five (5) days in advance of the inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year. The Association reserves the right to require any Member to request inspection of the accounts, books, records, financial statements, and other papers of the Association according to the requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., and any amendments or re-codification subsequently adopted thereto, and reserves the right to deny any such request which the Association determines: a) was not made in good faith or for a proper purpose; b) the Member fails to describe with reasonable particularity the purpose and the records the Member desires to inspect; or c) the records requested are not directly connected to the stated purpose for the request.

## ARTICLE IX

### Execution of Instruments

**Section 1. Checks, Draft, etc.** All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association shall be signed or endorsed by such officer or officers, employee or employees of the Association as shall from time to time be designated by the Board of Directors.

**Section 2. Contracts.** All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President, and attested by the Secretary.

## ARTICLE X

### Assessments and Fiscal Year

**Section 1. Assessments.** Each Owner is obligated to pay to the Association annual and special assessments as more specifically described in the Restrictive Covenants. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment shall bear interest from the date of delinquency at the annual rate of eighteen percent (18%). In addition, the Association may impose reasonable late fees on all delinquencies. The Board shall have the right to determine the amount of the late fee, the time period before the late fee is imposed, the rate of the late fee (i.e. annually, monthly, etc.) and to make any other provisions for late fees and interest charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, the Owner shall be personally obligated to reimburse the Association these fees.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner shall be personally obligated to pay any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest and late fees on any assessment as above provided, and reasonable attorneys' fees, together with the costs of the action.

In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or other payment due to the Association shall not be eligible to vote, either in person or by proxy; to be elected or serve on the Association's Board of Directors; or to use any of the Common Area facilities, if any, pursuant to the provisions set forth in the Restrictive Covenants.

**Section 2. Fiscal Year.** The fiscal year of the Association shall begin at the beginning of the first day of January in each calendar year and end at the close of the last day of December of the same calendar year.

## ARTICLE XI

### Enforcement

**Section 1. In General.** The provisions of the Restrictive Covenants, Articles, Bylaws, and rules, regulations and architectural guidelines for Providence Estates, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot and Owner in Providence Estates. For any violation of the Restrictive Covenants, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by the Board or AECC, each Owner in violation shall be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Restrictive Covenants, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Restrictive Covenants, Articles, Bylaws, and rules, regulations and architectural guidelines of Providence Estates, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, self-help or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a management agent, and court costs, of said enforcement activity or action from the party or parties in violation of said rule or regulation.

The foregoing remedies shall be in addition to, or supplement, any remedies of the Association identified in the Restrictive Covenants, Articles or Bylaws, and may be used or applied to any enforcement activity or action taken pursuant to any violation of the Restrictive Covenants, Articles or Bylaws or any properly adopted rule or regulation.

These additional remedies are adopted herein to maintain the intent and spirit of the Restrictive Covenants, Articles or Bylaws that the Association and its Members should not be penalized or suffer a financial loss to the Association's operating budget for the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance with the terms and restrictions set forth in the Restrictive Covenants, Articles or Bylaws or any properly adopted rule or regulation.

## ARTICLE XII

### Amendments

**Section 1. Amendments.** The Board of Directors of the Association shall have power to make, alter, amend or repeal the Bylaws of the Association, by an affirmative vote of the majority of the members of the Board of Directors of the Association, except as otherwise provided in the Restrictive Covenants.

**Section 2. Recording.** While the Bylaws do not have to be recorded under Indiana law, if the Board decides at any point in time to record the Bylaws, the Bylaws, including all future amendments or changes thereto, must be executed by the President and Secretary of the Board and recorded in the Office of the Hendricks County Recorder before becoming effective.

**Section 3. Document Conflicts.** In the case of any conflict between the Restrictive Covenants and the Articles, the Restrictive Covenants will control. In the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants will control. In the case of any conflict between the Articles and these Bylaws, the Articles will control.

**ARTICLE XIII**

**The Indiana Nonprofit Corporation Act of 1991**

The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, are applicable to any matters not specifically covered by these Bylaws, and the Act is hereby incorporated by reference and made a part of these Bylaws.

**[End of Bylaws]**

The undersigned hereby certifies that this Code of Bylaws of Providence Estates Property Owners Association, Inc. was duly moved and passed by a majority of the Board of Directors of the Association.

PROVIDENCE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

KEITH BLANKENSHIP  
President

8-17-2011  
Date

KEITH BLANKENSHIP  
Printed Name of Director

ATTEST:

BARRY BLACKWELL  
Secretary

8.17.2011  
Date

BARRY BLACKWELL  
Printed Name of Director

STATE OF INDIANA     )  
                                  )  
COUNTY OF MARION    )

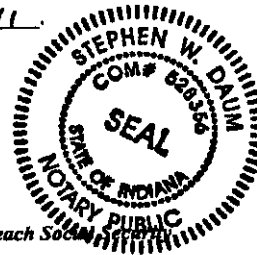
Before me a Notary Public in and for said County and State, personally appeared Keith Blankenship and Barry Blackwell, the President and Secretary, respectively, of Providence Estates Property Owners Association, Inc., who acknowledged execution of the foregoing Code of Bylaws for Providence Estates Property Owners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 17<sup>th</sup> day of August, 2011.

Stephen W. Dawn  
Notary of Public - Signature

Stamp:

Stephen W. Dawn exp. 10-8-11  
Printed



*I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. -Scott A. Tanner*

**This document was prepared by and should be returned to:  
Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237**

201316520 AFF \$84.00  
06/20/2013 08:34:04A 35 PGS  
Theresa Lynch  
Hendricks County Recorder IN  
Recorded as Presented



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Cross-Reference:

Providence Estates, Section 1 (Plat), Instrument # 2002-00022798  
Providence Estates, Section 2 (Plat) Instrument # 2004-00022136  
Providence Estates, Restrictive Covenants, Instrument # 2002-00022799

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**AFFIDAVIT OF CORPORATE RESOLUTIONS**  
of  
**PROVIDENCE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

**RULES, REGULATIONS,**  
**PROCEDURES**  
**AND**  
**ARCHITECTURAL GUIDELINES**  
**FOR**  
**PROVIDENCE ESTATES**

COMES NOW the Providence Estates Property Owners Association, Inc., by its Board of Directors, on this 7 day of January, 2013, and as follows:

**WHEREAS**, the residential community in Hendricks County, Indiana commonly known as Providence Estates was established upon the recording of certain Plats and other documents with the Office of the Recorder for Hendricks County, Indiana: and

**WHEREAS**, the Plat for Providence Estates, Section 1, was recorded with the Office of the Hendricks County Recorder on July 11, 2002 as **Instrument # 2002-00022798**, or Plat Cabinet 5, Pages 13-2ABC; and

**WHEREAS**, the Plat for Providence Estates, Section 2, was recorded with the Office of the Hendricks County Recorder on July 14, 2004, as **Instrument # 2004-00022136**, or Plat Cabinet 5, Pages 171-2AB; and

**WHEREAS**, the Restrictive Covenants of Providence Estates ("Restrictive Covenants"), was recorded with the Office of Hendricks County Recorder on July 11, 2002, as **Instrument #2002-00022799**, said Restrictive Covenants stating that by taking deed to any Lot as set forth on the above listed Plats for Providence Estates development, each owner becomes a mandatory member of the subdivision's homeowner's association known as Providence Estates Property Owners Association, Inc. ("Association"), an Indiana nonprofit corporation; and

35+5  
84-

**WHEREAS**, the Association was incorporated pursuant to the above listed Restrictive Covenants as a non-profit corporation pursuant to the Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on June 23, 2003; and

**WHEREAS**, the Association adopted a Code of Bylaws ("Bylaws") for the operation of the Association and the benefit of the owners in Providence Estates, who are bound by the terms of the Bylaws according to Covenant #12 of the Restrictive Covenants; and

**WHEREAS**, the Bylaws, Article V, Section 4(g), states that the Board of Directors of the Corporation has the power to create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Development, including the individual Lots, streets (whether public or private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the Restrictive Covenants, as the Board, in its discretion, deems necessary or advisable; and

**WHEREAS**, the Board of Directors of the Association finds it desirable to adopt these Rules, Regulations, Procedures and Architectural Guidelines regarding the external design, appearance, use, location and maintenance of lands within Providence Estates in order to promote and maintain the aesthetically pleasing appearance of Providence Estates neighborhood and the health or safety of its residents; and

**WHEREAS**, pursuant to the authority granted to the Board of Directors by the Bylaws as set forth above, the Board of Directors of the Association, acting in its own capacity and in the capacity of the Committee, hereby adopts the following Rules, Regulations, Procedures and Architectural Guidelines regarding the external design, appearance, use, location and maintenance of lands and any improvements thereon within Providence Estates; and

**WHEREFORE, BE IT RESOLVED**, pursuant to the provisions set forth in the Restrictive Covenants and the authority granted to the Board of Directors and/or the Committee by the Bylaws, the Board hereby adopts and certifies that the following is a full and true copy of the Corporate Resolution setting forth the following Rules, Regulations, Procedures and Architectural Guidelines for Providence Estates that was duly adopted by the Board of Directors of the Association, and was duly signed by the President and Secretary of the Association certifying that a majority of the members of the Board of Directors and/or Committee approved said Corporate Resolution and that the proceedings and the Corporate Resolution adopted thereby are in conformity with and do not in any respect contravene or conflict with any other provision of applicable Indiana law, the Articles, the Bylaws, or the Restrictive Covenants for the Providence Estates subdivision, and that the Corporate Resolution and the Rules, Regulations, Procedures and Architectural Guidelines set forth therein shall become effective, applicable and binding upon each Lot and Lot Owner in Providence Estates immediately upon the recording of the Rules, Regulations, Procedures and Architectural Guidelines in the Office of the Hendricks County Recorder.

**[End of Recitals]**

Providence Estates Property Owners Association, Inc.

**Architectural Guidelines and Restrictions**

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The guidelines and restrictions defined within this document in no way supersede the architectural rules and regulations set forth in the Restrictive Covenants of Providence Estates. Authority for this document is provided by the same.



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## I. Administrative Details

### The Need for Architectural Guidelines and Restrictions

Structural and ornamental modifications to your home and property affect all members of the community. Design review affords the members of the community an opportunity to ensure that the standards of quality to which the community was built are properly maintained. Quality of life for all residents is improved when a tranquil, civil, and fair design review process is implemented. Additionally, a conservative approach to architectural modification within the community will ultimately preserve a positive reputation of the neighborhood within the real estate marketplace; which in turn directly affects your ability to sell your home at the highest possible price.

### The objectives of the Providence Estates Architectural and Environmental Control Committee (AECC)

- Protect and preserve the quality of the community while offering the greatest possible freedom in the use and alteration of one's property.
- Enable residents to achieve their personal objectives with respect to their property in a manner that maintains the community's objectives.
- Review all applications for exterior alterations or landscaping to properties in Providence Estates, and encourage resident involvement in the review process.
- Foster pride in the appearance of our community.

### The Process for Approval of Your Application

1. When you contemplate making an exterior alteration to or certain landscaping changes on your property, you should first consult the guidelines contained within this document. They will help you in finalizing your plans and will assist you in the preparation of your Architectural Alteration Request.
2. The Restrictive Covenants of Providence Estates should be reviewed to insure that your planned project is in compliance. If you have misplaced your copy, please visit the Providence Estates website at <http://www.providenceestates.com> and download a copy.
3. You should also make yourself familiar with all relevant, town, county and state regulations. Information can be obtained by calling Town of Plainfield Department of Engineering at 317-839-2561. Information can also be found at <http://www.townofplainfield.com/main/index.php?dept=3&action=1>. The town will provide guidance as to when permits are required and instructions on obtaining them.

**PLEASE NOTE:** *The approval of the project by the AECC is in addition to, and not in place of, any approvals or permits (i.e. building permits, etc.) that an owner must receive from any other person or governmental agency or office. Likewise, getting a building permit from the City or County does NOT excuse an owner from also getting the approval from the AECC for the project.*

4. After you have studied the Guidelines, complete and submit your Architectural Change Request Form, a copy of which is included in this document. One (1) application must be submitted for each proposed alteration. Be sure that your application is complete and clear, and that it has all the necessary signatures, including your own.

5. Submit your application to:

Providence Estates Property Owners Association, Inc.  
ATTN: Architectural and Environmental Control Committee  
P.O. Box 1049  
Plainfield, IN 46168

or hand-deliver them to an active member of the AECC (names and address information can be found at <http://www.providenceestates.com>).

Once your completed application is received by the AECC, it will be reviewed by the AECC and you will be notified of the approval or denial of your application within (15) business days.

6. Check with the utility companies to insure that your planned improvements will not disrupt services or damage any utility lines. You can dial 811 or call 800-382-5544 a few days prior to construction or digging to be connected to the local One Call Center. Let them know what kind of work you are planning to do and they will notify all affected local utility companies who will come out and mark any underground lines, pipes and cables.

7. No work shall commence until written approval is received from the AECC. All work shall be completed within six (6) months of the date the plan is approved. If additional time is needed, approval for additional time must be obtained by the AECC.

**PLEASE NOTE: *If an owner builds or installs a lot modification without prior written approval of the Committee, then later turns in his request for approval after the construction or installation is done, and the lot modification request is NOT approved by the Committee, the owner must remove the lot modification and return the Lot, or whatever was improved, to its original condition before the modification.***

8. The AECC usually meets as needed. At the meeting, your application will be reviewed and discussed by the committee members. Upon conclusion of the discussion, the AECC will vote to recommend approval or rejection of your application, or to recommend approval with modifications or stipulations. Rejections will be explained. Approved applications will be returned within fifteen (15) business days.

**PLEASE NOTE: *Absolutely NO individual or member of the Board or AECC has the authority to verbally approve OR give written approval for any architectural request. Approval of an architectural request must be in writing and approved by a majority of the Board or AECC.***

***Verbal or unauthorized (i.e. not a majority of the Board or AECC) approval for any architectural improvement project is NOT VALID and does NOT waive or act as a defense against a) the AECC's request for an architectural request form; b) the denial of the project; or c) legal action that is taken by the Association to enjoin (stop) the violation or ask the court to order the removal of an unapproved lot modification.***

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9. If an owner does not follow the plans approved by the AECC, then the AECC may ask the owner to completely remove the unapproved modification or make changes to the modification so it matches the approved plans. If the owner refuses or fails to correct the project so it matches the approved plans, the Association may take legal action to force the owner to correct the non-compliant project.

## **Appealing the Decision**

If you disagree with the disapproval and explanation of your application, you may appeal the decision to the full Board of Directors. Submit a written request for appeal, along with your comments and the application form, to the committee within ten (10) business days from the receipt of the disapproval. The Providence Estates Board of Directors will set a date within (15) business days for the review of your appeal. You will be notified of in writing and/or email of the date, time and location so you can attend the meeting if you so choose.

If you wish to modify the original application or approved plan, please submit a new application and note on it that this is a resubmission.

## **The Process of Enforcement**

It is hoped that all the residents of the Providence Estates community will follow these guidelines for exterior alterations and landscaping. However, when a complaint is received, or an obvious violation of the guidelines is apparent, the homeowner will be contacted and asked to correct the problem, or submit an application within fifteen (15) business days. Once notified, unless corrections are being made, all work shall cease until approval is given by the AECC.

If this initial contact does not result in correction of the problem, the homeowner will receive formal written notification requesting action. Upon lack of corrective action within thirty (30) days from the date of notification, legal action may be initiated. If legal action is taken, the owner will be responsible for reimbursing the Association for all legal fees incurred to pursue enforcement and gain the owner's compliance with the covenants and/or rules.

## **How to Suggest a New Architectural Guideline or Change an Existing One**

The AECC welcomes all suggestions. We are a committee made up of homeowners and neighbors, and invite your cooperation. Please write your request and address it to the following:

Providence Estates Property Owners Association, Inc.  
ATTN: Architectural and Environmental Control Committee  
P.O. Box 1049  
Plainfield, IN 46168

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## **Guidelines and Restrictions Explained (pre-approved guidelines)**

The term "pre-approved" means that the AECC has created guidelines relating to a specific area, that, if followed, would result in an "automatic approval" for alteration. These kinds of guidelines are designed to help individual homeowners understand what is considered to be acceptable by the Committee so that the entire process is streamlined. Pre-approved guidelines include things such as holiday lighting, mailboxes, satellite dishes, post lamp, etc. So long as an owner follows these "pre-approved" guideline standards, the owner need not submit a formal written request because the project will be deemed automatically approved.

All other changes or improvements to an owner's property require the submission of a written application and prior written approval of the AECC.

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## PE-01      Decks

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Plainfield or Hendricks County permit required:    YES    Call permits office @ 317-839-2561 Providence Estates AECC approval required: YES    Submit forms to AECC
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This architectural guideline is provided as a means of streamlining the process for those interested in building a deck. A homeowner may simultaneously apply for the Town of Plainfield building permit and the Providence Estates AECC approval. Both are required prior to construction.

This guideline will define the type of construction materials that may be used, as well as the shape, positioning, and height of decks constructed within the Providence Estates community.

**Materials:** Decks must be constructed of pressure treated lumber, solid redwood, cedar, or composite decking material. No other materials will be allowed or approved.

**Finish:**      Should aesthetically blend with the current colors of the house.

**Railings:**    Decks thirty (30) inches or more off the ground must have railings. The railings must be no lower than three (3) feet, or higher than three (3) feet, six (6) inches, measured from the upper surface of the deck floor. Deck railings may be constructed in a variety of styles, provided that all railings on the same deck are of the same style.

**Placement:** Decks may not be built forward of the rear foundation wall and stairs located on the side of the deck may not extend past the side foundation wall.

Decks may be built in various shapes and must comply with all Town of Plainfield ordinances.

Decks built off the second floor of a home must have approved railing (as defined above).

Decks built off the first floor must be a minimum of one inch off the ground, and must comply with all applicable building codes.

All support posts, which make contact with the ground, must be installed per code in concrete footers, or be anchored above ground to a concrete footer.

**Stairs:**      If constructed, stairs must be incorporated into the design so that they adhere to all property placement guidelines listed above and applicable building codes.

A final building inspection by the Town of Plainfield will be conducted. A copy of the final approval documents should be presented to the Providence Estates AECC upon request.

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## PE-02 Patios & Retaining Walls

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	YES Submit forms to AECC

Though a building permit is not required, patios and retaining walls must be in compliance with Town of Plainfield and Hendricks County building codes. You may obtain information about the code by calling 317-839-2561. This guideline defines the types of materials that may be used in the construction of a patio or retaining wall, as well as the placement.

**Materials:** Patios and retaining walls may be constructed of pressure treated lumber, solid redwood, cedar, brick, concrete, gravel, slate, or flagstone. Additionally, "pavers" may be used.

**Placement:** Patios and retaining walls must be approved by the AECC for location, design and materials prior to installation. The following are guidelines regarding patios & retaining wall locations which generally will be approved by the AECC:

- Patios and retaining walls are allowed to the limits and extent of your property line.
- Patios and retaining walls to be constructed within an easement are allowed, but are generally discouraged by the AECC. A patio or retaining wall constructed in an easement is subject to removal by the easement holder at the expense of the owner.
- Any requests to install patios or retaining walls on the landscape mounds will not be approved.
- Retaining walls which divert ground water onto adjoining properties or common areas, or which otherwise substantially change the existing ground water drainage pattern, are not permitted.



## PE-03 Fences

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	YES Submit forms to AECC

This guideline defines the types of materials that may be used in the construction of a fence, as well as the maximum height and placement.

**Fencing Requirements:** The following types of fences will generally be approved by the AECC:

- Dog-eared style cedar/pressure-treated lumber
- Wrought Iron Style Fencing
- Black or Green Vinyl Clad Chain Link. Other colors may be reviewed by the Board.
- High quality vinyl fencing

The following will not be approved by the AECC:

- Plain chain link fence
- Stockade style fence
- Low quality vinyl fencing

ALL fence types must be approved by the AECC prior to the fence installation. The AECC reserves the right to inspect the fence at any time during or after the construction to ensure compliance with the approved fencing plan.

All vertical posts must be straight and plumb. All fences should be straight and square (must follow property lines precisely or be exactly parallel to them), unless otherwise approved by the AECC.

**Fence Locations:** All fencing must be approved for location, design and materials prior to installation. The following are guidelines regarding fencing locations which generally will be approved by the AECC:

- Fencing is allowed to the limits and extent of your property line.
- Fences shall not extend forward of the furthest back corner of the residence.
- Fencing to be constructed within any easements is allowed, but is generally discouraged by the AECC. A fence constructed in an easement is subject to removal by the easement holder at the expense of the owner.
- Any requests to install fencing on the common area or a landscape easement will not be approved.

**Fence Height:** No fence shall be more than six (6) feet high, nor lower than four (4) feet high from the finished grade. Vinyl-coated chain link fencing may be no higher than four (4) feet high. All height measurements are from the ground to the top of the fence infill and include any lattice or other decorative toppings.

**Gates:** All gates on rear or side fencing must open inward. Exceptions might be made for gates located on steep grades that would otherwise prevent the gate from swinging inward.

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**Approved Construction Techniques:** All fences shall be constructed of quality materials. All fencing shall be properly braced with all posts either concreted into the ground or placed at a depth whereby the fence will be secure and will not move. In addition, the finished side of the fencing, including privacy style fences, must be displayed outwardly, and cannot be turned so that the posts or other support structures of the fencing are facing outward, or so the finished side of the fence is facing in toward the residence or yard contained inside of the fence. In other words, no backward fences are allowed.

**Maintenance:** All fences must be maintained in a reasonable fashion. Any warped, damaged, or missing boards shall be promptly replaced. Wood fences shall be properly sealed or stained as recommended by the manufacturer to maintain an attractive appearance. Any notice from the AECC of a homeowner's failure to properly maintain a fence shall be corrected within (15) days of receipt of the notice. If the violation is not timely corrected, the AECC through the Providence Estates Property Owners Association retains the right to correct the violation and bill for all applicable costs pursuant to the terms and conditions of the Restrictive Covenants of Providence Estates.

The property owner is responsible for mowing and trimming on the outside of the fencing.

**Animal Fencing:** No enclosures or fencing may be installed on any lot for the main purpose of creating or forming a dog kennel or dog run. No dog kennels, including chain link style cages, may be installed on any lot; however, a variance from this rule may be granted for a kennel housing a police, emergency, or service animal.

**Fence screens:** Fence screens, which are sections of fence or fencing that are sometimes installed to shield something from view, but does not completely enclose an area, are prohibited.

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**PE-04      Windows**

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO

This guideline will define the acceptable levels of modification to windows.

No vinyl windows are permitted on any residential structures. This restriction is in the property covenants for Providence Estates. Removal or addition of shutters and window awnings must be approved by the AECC.

Unless the size, shape or location of a window is to be changed, no further approval from the AECC is required before windows are replaced.

## PE-05 Recreational Equipment

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Plainfield or Hendricks County permit required: NO
Providence Estates AECC approval required: YES* Submit forms to AECC

*\*if play equipment is greater than eight (8) feet in height.*

This guideline will define the size limits, maintenance requirements, and placement on one's property of recreational equipment. Recreational equipment shall be defined as, but not limited to: children's play sets, trampolines, swimming pools, and sporting equipment.

### Play Sets

- Materials:** Devices will be of industry standard materials; preferably pressure treated lumber, solid redwood, or cedar. No metal play sets will be approved.
- Safety:** Play sets will be erected according to all applicable safety standards. Safety standards will be determined by the instruction manuals included with the device.
- Placement:** All play sets will be placed in the rear yard of the house and not be placed nearer than six (6) feet of each property line.
- Size:** The maximum height for any play set shall be no more than eight (8) feet from the ground unless approved by the AECC.
- Maintenance:** Play sets must be maintained so that no deterioration is noticeable. The homeowner is responsible for trimming around all play equipment. Play sets not maintained as required must be removed within thirty days after the homeowner is notified in writing of the violation. In addition, no play set enclosure can be used for storage.

### Trampolines

- Materials:** Devices will be of industry standard materials.
- Safety:** Trampolines must have safety nets attached at all times; even when not in use. All homeowners that choose to keep trampolines setup in the rear yard for longer than temporary use (1-2 days) must enclose the yard with a fence having a minimum height of four (4) feet. Trampolines must be properly anchored to the ground to prevent tipping, moving or blowing in the wind.
- Placement:** All trampolines will be placed in the rear yard of the house and not be placed nearer than six (6) feet of each property line.

## **Basketball Goals**

**Materials:** All basketball goals shall be permanently placed in the ground. No portable basketball goals are allowed.

The basketball post shall be made of quality materials. The backboard shall be made of clear Plexiglas, acrylic, or shatter-proof/safety glass. No wooden posts or backboards will be approved. All basketball goals must be properly maintained. This means goals must have netting that is not torn, backboards must have a rim, no part of the goal or rim shall be broken, and the post must be painted or maintained to prevent excessive rust.

**Location:** Final location of the basketball goal shall be approved by the AECC prior to installation. No basketball backboard or rim may be attached to the residence in any fashion. Generally, basketball goals will be approved if they are located adjacent to driveways.

**PLEASE NOTE: Under no circumstance will the AECC permit any basketball goal to be installed or placed on or next to any sidewalk, curb or street in the Providence Estates development, or in any other location on a lot that will allow play to occur in the streets, hinder or interfere with traffic on any street or sidewalk, or hinder or obstruct any bus stop or mailbox in the development.**

**Basketball Courts** Basketball courts are preferred within the owner's driveway. Driveway basketball courts must be a concrete surface. Backyard courts will only be permitted when the driveway will not accommodate a level playing surface and must be approved by the AECC in advance. No courts will be permitted in the public streets or cul-de-sacs.

Backyard courts must be hard surfaces and will not be approved in excess of 25 feet by 25 feet. Backyard courts cannot be lighted. The AECC is allowed to consider the impact a court may have on the neighboring properties, and the AECC has the right to require any court to be enclosed by a fence or vegetation if the AECC decides that doing so would lessen the impact on neighboring properties.

**Sporting Equipment** Sporting equipment shall be properly stored when not in use. It should, whenever possible, be contained to the rear yard. Large sporting devices such as hockey goals, lacrosse goals or skateboard and bike ramps are considered temporary devices, and therefore must be stored appropriately when not in use. The owner of the device will not leave the equipment in any common area when not in use. At no time shall a temporary sporting device be regarded as permanent.

Placement varies according to use.

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**PE-06      Holiday Decorations**

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO

Holiday decorations are both permitted and encouraged and do not require any type of prior approval. However, such decorations may be installed or displayed no sooner than forty-five (45) days prior to the holiday and must be removed within thirty (30) days (weather permitting) after the holiday for which they are intended. The Providence Estates HOA reserves the right to require removal of decorations that (1) generate multiple complaints, or (2) are deemed to be offensive by a vote of the AECC.

## PE-07      **Flags and Flag Poles**

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Plainfield or Hendricks County permit required:      NO
Providence Estates AECC approval required: YES*      Submit forms to AECC:

*\*only free-standing flag poles require approval from the AECC.*

This section of the architectural guideline defines the display of temporary or permanent flags, banners, or other displays of similar physical characteristics. This guideline will attempt to categorize the various types of flags and/or display banners, and provide guidance toward a resolution, in the event of a conflict within the community. This guideline will also define size limitations and mounting restrictions.

This guideline will not attempt to regulate words or images printed on the flags flown within Providence Estates. It is assumed that regulations of this nature will be done using a common sense approach. If a homeowner finds a particular flag to be offensive in nature, it will be the duty of the homeowner to contact the Providence Estates Homeowners Association and file a complaint. All complaints will be reviewed by the AECC.

Flags will be divided into three categories:

- Flags mounted on a house
- Flags mounted on a free-standing pole
- Flags mounted in a garden using a seasonal device (i.e.; Sheppard's hook)

Whether permanent or seasonal, no flag shall be greater than four (4) feet by six (6) feet in size.

**Flags mounted on a house**      Flags or banners may be attached to the house using a device designed for this purpose. An owner may not install more than one (1) house-mounted flag without prior written permission from the AECC.

**Flags mounted on a free-standing pole**      Free-standing flag poles must be approved by the AECC. The height of the flag pole shall not exceed thirty (30) feet, no more than four (4) inches in diameter, and must be constructed of quality material intended for this purpose. The pole must be installed at least five (5) feet from the nearest property line and may not be located within an easement or within any sight line setback described in the Declaration and/or local ordinance.

According to Federal Law related to displaying the American Flag, "It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaves in the open. However, when a patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness". Lighting may be pointed up at a flag so long as the light is not pointed at another lot or the street and does not create a nuisance to another lot owner. An owner may not install more than one (1) flag pole on his lot without prior written permission from the AECC.

**Flags mounted in a garden using a seasonal device**      Flags of the seasonal nature (i.e.; holidays, etc...) may be hung using a garden-style device designed for the purpose. Typically these structures are wrought iron or other lightweight material. These flags should be placed at least one (1) foot from the nearest property line.

**NOTE – When a flag displayed in any location or by any means becomes torn or tattered it must be removed and properly repaired or destroyed. Proper U.S. Flag etiquette is to be observed at all time.**

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**PE-08 Hot Tubs**

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Plainfield or Hendricks County permit required: NO
Providence Estates AECC approval required: YES Submit forms to AECC

Hot tub shall be defined as any and all types of containers of water that people submerge into for either therapeutic or recreational purposes, where the filter and heating element are self-contained to the tub unit.

**Materials:** Hot tubs must be commercially built, professionally installed, and adhere to all applicable state and county electrical, plumbing, and building codes.

No "homemade" or "kit type" hot tubs are allowed.

Hot tubs installed on any upper level deck must be adequately supported to withstand the weight of the hot tub, including the water, occupants and any other elements of weight.

**Placement:** No hot tub may be placed in the front or side yards. Hot tubs may be of various sizes, but must be located at least six (6) feet from the nearest property line.

**Safety:** All hot tubs must have a cover that secures to the main body of the hot tub. All covers must be in place and secured when the hot tub is not in use.

**Maintenance:** Hot tubs must be maintained so that no deterioration is noticeable to any neighboring property. Hot tubs not maintained as required must be removed within thirty (30) days after the homeowner is notified in writing of the violation by the AECC.



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**PE-09      Utility Buildings and Barns**

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO      Not allowed per covenants

Per the Restrictive Covenants of Providence Estates, there shall be no storage or utility buildings, barns, or other outbuildings on any lot within the subdivision.

## PE-10 Satellite Dishes

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	YES Submit forms to AECC

In order to comply with the Federal Telecommunications Act of 1996, and the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), owners may only install satellite dishes that are one (1) meter or less in diameter. One (1) meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Only one (1) dish may be installed on each lot, unless additional dishes are required to receive additional or unique transmissions that cannot be received by a previously installed dish. The AECC has the right to require written verification from an owner for the necessity of installation of additional dishes upon a lot.

The OTARD Rule allows Associations to designate a preferential order of placement for dishes in their community. To that end, the AECC desires that satellite dishes be permanently mounted in a location on the lot that is the least visible from the street directly in front of the lot, but which will not result in a substantial degradation of reception. This specific order of location priority is:

- 1) on the rear of the lot (includes roofline);
- 2) on the side of the lot (includes roofline); and
- 3) on front of the home.

Therefore, an owner must install a satellite dish in the rear portion of the lot if acceptable reception can be received from that location. If acceptable reception cannot be obtained in the rear portion of the lot, then the dish may be located along the side of the home if adequate reception can be received from that location. If adequate reception cannot be received from a location along the side of the home, then a dish may be located in the front of a home. However, if a dish is located in the front of a home, the AECC has the right to ask the owner to provide written proof from a reputable dish installation company or expert that the owner's dish had to be placed in front of the home to prevent a substantial degradation of reception.

The owner must follow this preferential placement guideline when he installs a satellite dish on their property. If the AECC determines that the owner did not properly follow the preferred placement order when installing their satellite dish, the AECC has the right to require the owner to move their dish to another location that is less visible from the street, so long as the relocation of the dish does not substantially impact or degrade the reception of the device. *For example*, if an owner locates a dish on the front of their home, and the AECC determines that the owner could have installed their dish in a location on the rear or side of the home that would have still allowed adequate reception, then the AECC has the right to require the owner to move the dish, at the owner's expense, to a less visible location.

In addition, the AECC has the right to require the owner to install landscaping, fencing or other screening around their dish to help hide it from direct view of the street, or to cover or paint the dish to make it blend in with its surroundings, so long as none of these changes or screenings impair the reception of the device. In addition, all external wiring must be properly secured and concealed. If dish color selections are available, a satellite dish should match the color of the home as closely as possible. There cannot be any commercial advertising on the dish itself except for the name of the service (i.e. DISH Network)

Other antennae, aerials or devices, towers or radio antennae that are not covered by the OTARD rule, such as dishes larger than one (1) meter in diameter and ham or amateur radio antennas are strictly prohibited on any lot in Providence Estates. The AECC reserves the right to adopt rules or make changes to the requirements of this provision as allowed by or required by any changes or amendments to the Federal Telecommunications Act of 1996.

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## PE-11      Lawn Care & Maintenance Equipment

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Plainfield or Hendricks County permit required: NO
Providence Estates AECC approval required: NO

Landscaping entails the maintenance of the front, side and rear yards. This guideline also defines the appropriate ways to store lawn maintenance equipment.

### **Lawn Care**

Except for patios, walkways, flower gardens, hedges and trees, which should be neatly maintained, all open areas on any lot should be kept as lawns and should be kept mowed to a height not exceeding six (6) inches.

All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least *twice a month* beginning in April and running through September of each calendar year. Dead trees should be removed from the lot in a timely manner.

Per the Restrictive Covenants of Providence Estates, in the event that a lot owner fails to properly maintain the lot as required, whether the lot is improved or not, the Providence Estates Property Owners Association has the right to enter upon the lot perform duties necessary to correct any violations. All costs and associated fees related to such duties will be recovered from the lot owner.

### **Maintenance Equipment**

Lawn mowers, string trimmers, shovels, rakes, and other lawn maintenance equipment should be kept in the garage and not stored outside.

## PE-12 Garbage & Recycling

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO

### Garbage Cans & Recycling Containers

As stated in the Declaration, trash cans cannot be visible from any street within Providence Estates except when trash collection is scheduled. Therefore, an owner may sit his trash cans on the curb beginning at 5:00 p.m. the day before trash pickup is scheduled. The trash cans must be removed from the curb and placed out of sight no later than 10:00 p.m. the same day as trash pickup. At all other times, all trash cans and containers used to store or dispose of trash, rubbish, garbage or other waste must be kept clean and must be stored in an enclosed garage or in a place that is out of public view.

Just to be clear, owners or residents may not leave their trash bins, cans, bags, or other waste containers sitting in the driveway, the walkways, the front porch, or any other area of the lot when not sitting curbside for trash collection and where the trash bin, can, bag or container is visible from the street.

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## PE-13 Vehicle Parking & Storage

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO

### Vehicle Parking

No vehicle of more than (¾) ton hauling capacity shall be parked on any home site except while making a delivery or pickup.

No vehicle of any kind shall park on any road in the Providence Estates subdivision for more than twenty-four (24) consecutive hours. In addition, no vehicles of any kind may be parked on the streets in Providence Estates that are:

- a) Parked on the street overnight, which means from midnight to 7:00 a.m. without being moved;
- b) In the way of or hinders snow plows from plowing snow on the streets;
- c) In the way of or hinder school busses or emergency vehicles from driving through the subdivision;
- d) Parked in a manner that blocks a mailbox or hinders mail delivery;
- e) Parked in a manner that blocks a fire hydrant;
- f) Parked in a manner that blocks or hinders the use of a cul-de-sac;
- g) Leaking fluids

No boat, trailer, recreational vehicle, truck larger than (¾) ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.

No inoperative, disabled, stored, unregistered or unlicensed vehicles may be parked or repaired anywhere in Providence Estates except inside an enclosed garage. An "*inoperative*" vehicle means any vehicle that has not been noticeably moved or driven by its owner for a period of three (3) weeks or longer; any vehicle on jacks, blocks or stands; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven. A "*stored*" vehicle is any vehicle that is stationary on any lot with a tarp or cover over it; any vehicle that has not been noticeably moved or driven by its owner for a period of three (3) weeks or longer; or any vehicle that has a block or other device under the tires to prevent movement or rolling. An "*unregistered*" or "*unlicensed*" vehicle includes any vehicle that does not properly display a valid license plate on it as required by law.

No vehicles of any kind may be parked for any length of time on any portion of the grass, yard, or other non-paved area within Providence Estates subdivision, including the lots.

**PE-14      Pets**

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO

**Pets Defined**

No livestock, poultry, or other animal, bird or insect of any kind should be kept on any lot, except for traditional domestic pets, such as dogs, cats, fish, hamsters, etc. There shall be no breeding of any animal on any lot. No pet may be kept on any lot that creates a nuisance, including foul odor or unreasonable noise, to any other lot owner or resident in Providence Estates. Also, an owner may not keep a dangerous animal on any lot. Under the law, a "dangerous animal" is one that has bitten or attacked a resident in Providence Estates, or when unprovoked, has chased or approached another person in a menacing fashion or an apparent attitude of attack. All complaints regarding this animal guideline will be reviewed by the Board of Directors and appropriate action taken, if necessary.

**Pet Maintenance**

If not within a fenced yard, dogs must be on a leash per Town of Plainfield ordinance. Additionally, it is the pet owner's responsibility to clean up after all dogs and cats in all common areas and neighboring properties.

**Dog Houses & Dog Runs**

Outside dog houses, dog kennels and dog runs (connecting of a taught string between two posts) are prohibited within the Providence Estates community; however, a variance from this rule may be granted for a kennel housing a police, emergency, or service animal.

If the Board, in its sole discretion, finds a pet:

- a) to be a dangerous animal;
- b) is causing or creating a nuisance, unreasonable disturbance or noise (e.g. barking, especially at night);
- c) has caused property damage; or
- d) is doing anything else that is preventing another resident in Providence Estates from enjoying his property;

the Board may send the owner of the animal a letter via first class mail notifying the owner that he must correct the situation involving his animal or risk the Board ordering the pet's removal from the neighborhood. If the owner fails to comply with the Board's request, then the Board may send the owner of the animal a letter via first class mail notifying the owner that the animal must be removed from Providence Estates within ten (10) days of the Board's letter. If the owner refuses or fails to remove the animal from the subdivision, the Board may be entitled to a court order (called an injunction) to have the animal permanently removed from Providence Estates.

## PE-15 Signage

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Plainfield or Hendricks County permit required: NO
Providence Estates AECC approval required: YES* Submit forms to AECC*

*\*If required*

No signage shall be located in such a place whereby it restricts or obstructs traffic visibility.

### **Approved Signage**

The following signs are allowed on a lot without prior authorization from the AECC:

- A single sign no larger than six (6) square feet placed by a builder or financial institution to advertise a property during the construction and sales period.
- A single sign no larger than six (6) square feet placed by an owner to advertise the property for sale
- A single sign no larger than six (6) square feet placed by an owner to prohibit hunting or trapping
- A single sign no larger than six (6) square feet placed by an owner to indicate a yard sale or garage sale no more frequently than two (2) days, twice each year. In addition to the sign on the owner's lot, one (1) additional sign may be displayed in the entryway to the edition, so long as it contains the address of the property, the date and time of the sale and is not displayed more than 48 hours prior to the sale. All yard sale or garage signs must be removed within two (2) hours after the conclusion of the sale.
- Signs no larger than six (6) square feet (the same size as a typical "for sale" sign), promoting a political candidate may be displayed on a lot beginning thirty (30) days prior to the voting date and are to be removed within five (5) days following the voting date. An owner may only display signs that support a political candidate that is running for office in the current election. Signs may be displayed in the front yard of an owner's home or in a window of the owner's home. No more than one (1) sign per candidate may be displayed at the same time on the owner's lot.

### **Prohibited Signage**

The following signs are not allowed:

- Signs advertising goods, services or home occupations
- Flashing or blinking signs
- Any signage deemed to be offensive in nature

**PE-16 Yard Lights and Mailboxes**

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Plainfield or Hendricks County permit required:	NO
Providence Estates AECC approval required:	NO Follow specifications

Providence Estates, LLC has established a standard mailbox and yard light for the Providence Estates sub-division. Yard light standards are located at the end of this document as Attachment 1 and mailbox standards are on Attachment 2. No other type of mailbox or front yard light with assembly shall be erected or be permitted to remain on the lot unless approved beforehand by the AECC.

All improved lots are required to have the standard mailbox and yard lamp installed. The cost of each shall be the responsibility of the purchaser or builder of the home. The homeowner shall be responsible to keep each in good repair and shall not alter either without the AECC approval. The homeowner at all times shall keep the dusk-to-dawn lighting in good repair with working light bulbs.



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**PE-17      Swimming Pools**

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Plainfield or Hendricks County permit required:	YES	Call permits office @ 317-839-2561.
Providence Estates AECC approval required:	YES	Submit forms to AECC

Only requests for in-ground pools will be approved by the AECC. A detailed development plan must be provided to the AECC prior to the commencement of construction.

All in-ground swimming pools shall be placed in the rear or side yards and cannot be within six (6) feet of each property line.

All in-ground swimming pools must have adequate drainage mechanisms in place prior to the conclusion of the pools construction. The drainage mechanism must not introduce any excess water drainage onto any neighboring lots.

No above ground pools of any type are permitted within the Providence Estates community with the exception of those classified as "baby" pools. A "baby" pool is one that is less than six (6) feet in diameter and no taller than ten (10) inches. Baby pools must be removed and stored at the end of the day in which it is used. They cannot be left out overnight.

**PE-18      Other**

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Plainfield or Hendricks County permit required: N/A Providence Estates AECC approval required: N/A
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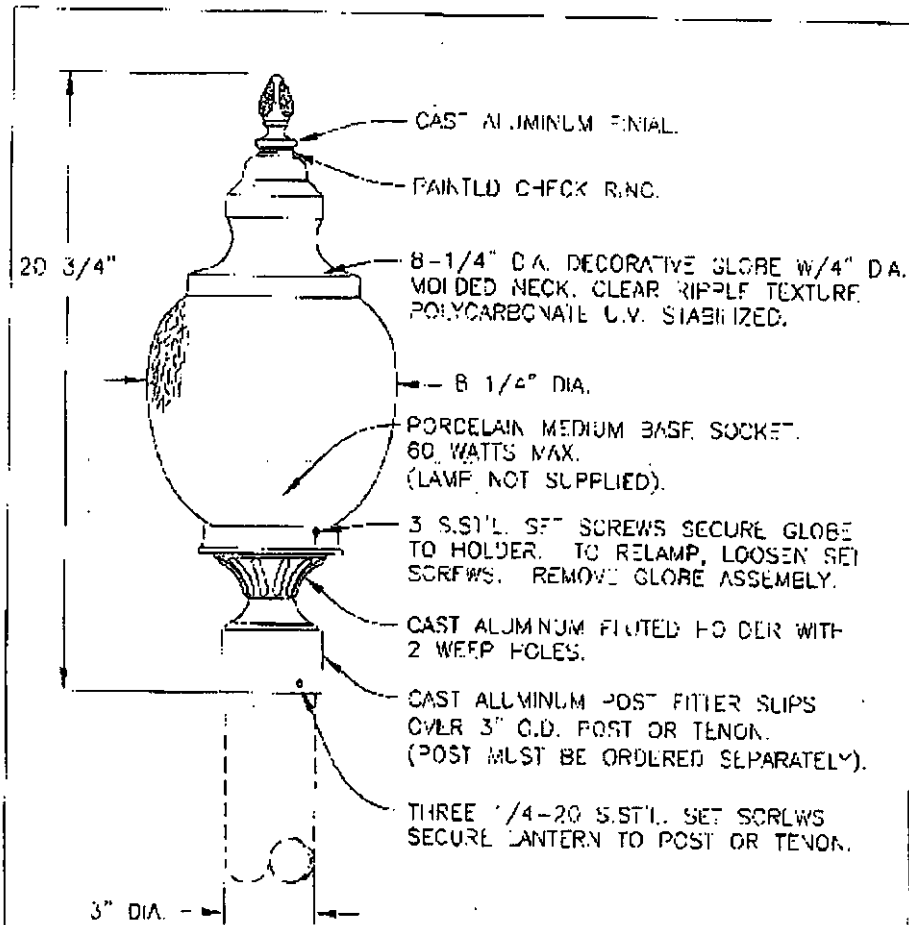
Any additional alteration or improvement made to a lot within the Providence Estates community is subject to AECC approval prior to its commencement. All questions should be directed in writing to the AECC.

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## FORMS

- All forms can be downloaded from the Providence Estates website at <http://providenceestates.squarespace.com/>

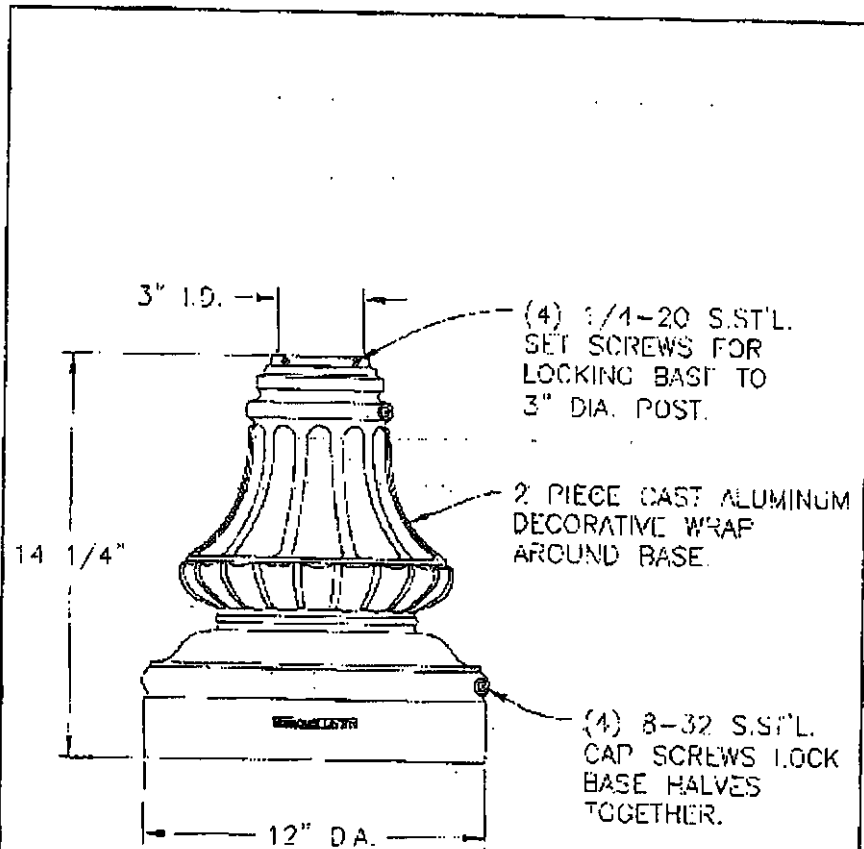
Attachment 1 – Yard Light Specifications



LANTERN IS PREWIRED AND TESTED.  
 ELECTRICAL COMPONENTS ARE U.L. LISTED.  
 MOUNTING HARDWARE IS SUPPLIED.  
 E.P.A.: 0.67 (EFFECTIVE PROJECTED AREA)

Drawing for illustration only - scale approximate

HEIGHT	20 3/4"	APPROVAL SIGNATURE:	<p><b>Hanover</b> LIGHTING, Inc.</p> <p>17200 SERFS POST TOP LANTERN</p>
WIDTH	6 1/4" DIA.		
PROJECTION			
TOP TO OUTLET			
		FINISH:	SCALE: 1=1
		PANELS:	DATE: 04/20/06
		OPTIONS:	DWG BY: RSN
			DWG. NO. B17230



NOTE:  
BASE SLIPS 3" DIA. POSTS.

Drawing for illustration only - specs supersede

HEIGHT	14 1/4"	ORIGINAL SIGNATURE	<p><b>Hanover</b> LANTERN, Inc. 200 YORK ROAD - WINDY HILL, N.Y. 11981 609-442-8100 • FAX 609-442-8101</p>	TITLE	DECORATIVE WRAP AROUND BASE FOR 3" DIA. POST		
WIDTH	12" DIA.			SCALE	DATE	DWG. BY	DWG. NO.
PROJECTION	XXXXXX			1=4	03/07/97	KWF	142-3
TOP TO OUTLET	XXXXXX						

40. Mud Control. Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets, said owner or his shall line the lot side of any curb adjoining the lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately-surfaced area. Should mud or other debris be distributed on any public street or other area as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement.

41. Association's Right to Perform Certain Maintenance. In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any Improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions.

**NOTE**

Blanket Easement. Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage-ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Providence Estates.

43. Street Address. The Committee shall require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.

44. Yard/Post Light in Front Yard. Providence Estates, LLC will furnish specifications for a yard/post light with assembly to be located in the front yard. The owner or his contractor shall purchase and install said yard/post light with assembly at the owner's expense. No other type of yard/post light with assembly shall be erected or be permitted to remain at any lot unless approved beforehand by the Committee.

45. Noise Disclosure. Declarant discloses to all owners, mortgagees, tenants and any other persons or entities that may own a lot or an interest in a lot that they may experience levels of aircraft noise and other effects from aircraft operation that they may find objectionable and that they are purchasing such lot or interest in a lot with full knowledge and acceptance of this noise disclosure statement and all other effects resulting from aircraft operations.

46. Enforcement. Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep slight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right,



13967 Springmill Ponds Circle – Carmel, Indiana 46032  
Phone: 317-575-8884 / Fax: 317-575-8571  
www.themailboxpro.com

**PROVIDENCE ESTATES – PLAINFIELD  
MAIL BOX AND POST SPECIFICATIONS AND PRICING  
MAY 2011**

**PRODUCTS:**

**Post: 4x6 Standard Style Cedar Post with Custom Brace – Painted Sagebrush: \$130.00**

**Mailbox: Large Black Mailbox with Murray Style Lettering – Gold: \$89.95**

**Cedar Newspaper Holder – Painted Sagebrush: \$40.00**

**SERVICES:**

**Deliver and Install Mailbox: \$25.00**

**Deliver and Install Post: \$70.00**

**Note:**

- The Mailbox Pro has been servicing Greater Indianapolis for 15+ years.
- The Mailbox Pro is insured.
- Payment is not due on mailbox projects until the work is completed and customer is 100% satisfied with product and service.
- Products and service are subject to change with notice.

**Contact:**

**Drew and Tim Lofhus – The Mailbox Pro**

I now certify and sign, under penalties for perjury, this Affidavit of Corporate Resolutions of Providence Estates Property Owners Association, Inc. and state that Rules, Regulations, Procedures and Architectural Guidelines for Providence Estates were passed by at least a majority vote of the Board of Directors of the Association as of this 7<sup>th</sup> day of JANUARY, 2013

PROVIDENCE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

by:

T. Keith Blankenship

Printed Name: T. Keith Blankenship, President  
Providence Estates Property Owners Association, Inc.

ATTEST:

Barry Blackwell

Printed Name: Barry Blackwell, Secretary  
Providence Estates Property Owners Association, Inc.

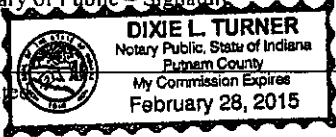
STATE OF INDIANA )

COUNTY OF MARION )

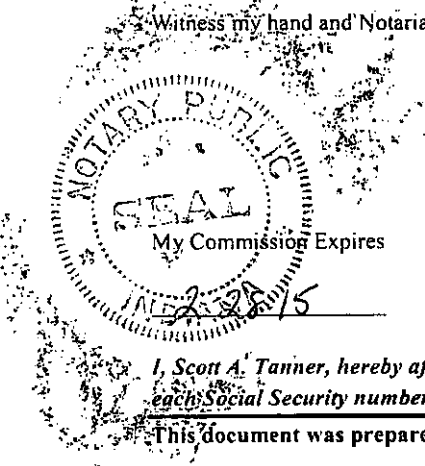
Before me a Notary Public in and for said County and State, personally appeared T. Keith Blankenship and Barry Blackwell, President and Secretary, respectively, of the Providence Estates Property Owners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution of Providence Estates Property Owners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 7<sup>th</sup> day of January, 2013

Dixie L. Turner  
Notary of Public - Signature

Print: 

Residence County: Putnam



*I, Scott A. Tanner, hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. -Scott A. Tanner*

This document was prepared by and should be returned to:

Scott A. Tanner  
TANNER LAW GROUP  
6125 S. East St  
Indianapolis, IN 46227