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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SHADOW RIDGE

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THIS DECLARATION made this 5th day of July, 1984, by Hansen & Horn Contractors, Inc., an Indiana corporation (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the owner or contract purchaser of all of the lands contained in the area described in Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as "Shadow Ridge" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Marion County, Indiana; and

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WHEREAS, Developer intends to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, ~~all of which are declared and agreed to be in~~ furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall insure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privileges, prior to the recording of the plat by Developer of a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS The following are the definitions of the terms as they are used in this Declaration.

a. "Committee" shall mean the Shadow Ridge Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by Appointment of Developer until such time as the subdivision is completely developed, at which time the Shadow Ridge Association, Inc. shall appoint from its membership this Committee.

b. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

c. Approvals, determinations, permissions or consent required herein shall be deemed given if they are given in writing signed, with respect to Developer thereof, and with respect to the Committee, by two members thereof.

d. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

e. "Association" shall mean "Shadow Ridge Association, Inc." and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for security control, snow removal, liability insurance, landscape easement maintenance, fertilizing and weed control and Common Area facilities' operation and maintenance.

f. "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

## 2. CHARACTER OF THE DEVELOPMENT

a. In General Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and one outbuilding as is usually accessory to a single-family dwelling house. Such outbuilding shall not exceed 120 square feet in size and shall be constructed of materials other than metal. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be Common Area and shall be used in a manner consistent with the zoning and use designated in a master plan by Developer.

b. Residential Use of Accessory Outbuildings Prohibited No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

c. Occupancy or Residential Use of Partially Completed Dwellings House Prohibited No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

d. Other Restrictions All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

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

A. Minimum Living Space Areas The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, shall be designated on the recorded plats of the sections within the Development, but no dwelling shall contain less than 1,150 square feet of living area for a one-story structure or 660 square feet of minimum main floor area if higher than

one-story, provided higher than one story structures shall have a minimum of 1,200 square feet, and each dwelling shall have a two-car garage and paved drive. However, 80% or more of the total homes shall contain 1,250 square feet or more and the Developer shall maintain a continuing log of home sizes during the build-out period and submit a copy of same to the Improvement Location Permit Clerk prior to the issuance of an Improvement Location Permit for construction of each home.

#### B. Residential Setback Requirements

(i) In General Unless otherwise provided in these restrictions or on the recorded plat, no dwelling or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(iii) Front Yards The front building setback lines shall be all as set forth upon the plats of the Development.

(iv) Cul-de-sacs If the particular lot abuts a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.

(v) Side Yards The side yard setback lines shall maintain a minimum distance between buildings of not less than ten (10) feet. Site plans submitted for Improvement Location Permit on each lot shall show the building line of improvements on adjacent lots, if any.

(vi) Rear Yards The rear setback line shall be as set forth on the plats of the Development, and if not designated on the plat the rear yard setback lines shall maintain a minimum distance between buildings of not less than ten feet (10').

C. Fences, Light Fixtures, Mailboxes, Lawns and Trees In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence, light fixture or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two (2) trees growing upon it by the time the house is completed and the Committee must approve the size and location of such trees. Developer is to provide two (2) two-inch calipers at base diameter deciduous or conifer trees per lot and shall finish grade and seed or sod the lot. Fencing shall not exceed six (6) feet in height.

D. Exterior Construction The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. The front of each dwelling shall be comprised of a minimum of 50% brick or stone excluding windows, doors and garage door openings. All driveways must be paved from their point of connection with the abutting street or road.

E. Heating Plants Every dwelling in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the dwelling. Heating plants shall have ductwork capable of handling central air conditioning.

F. Diligence in Construction Homes shall be completed within nine (9) months from commencement of construction. If a dwelling is not completed upon a lot within the prescribed time, Developer shall have the right to re-purchase such lot for a price, in cash, equal to the Owner's cost basis in the lot, including the cost

of improvements until the time that a dwelling is completed upon such lot in the manner set out in this Declaration. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

G. Prohibition of Used Structures and Modular Homes All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.

H. Maintenance of Lots and Improvements The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

I. Developer's Right to Perform Certain Maintenance In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer 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 thereon, if any, conform to the requirements of these Restrictions. The cost therefor to Developer shall be collected in any reasonable manner from Owner. Neither Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. At the time dwellings are constructed upon all lots, Shadow Ridge Association, Inc. shall succeed to the rights of Developer herein.

J. Lot Access All lots shall be accessed from the interior streets of this subdivision. No direct access to lots shall be permitted on B2nd Street or Hague Road.

#### 4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

B. Classes of Membership The Association shall have two classes of voting membership:

Class A Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person hold an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each Lot owned and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1988.

C. Board of Directors The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management No contract or agreement for professional management of the Association nor any other contract with Developer shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association

(i) The Association shall maintain the landscape easements shown on the plat(s) and shall keep such areas in a neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair the Common Areas shown on the plat(s) including improvements thereon.

(iii) The Association shall provide for the operation of the pool and cabana located within the Development.

(iv) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

(iv) The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the landscape

easements on the Development and other purposes as specifically provided herein.

C. Maximum Monthly Assessments

(i) Until January 1, 1986, the maximum monthly assessment on any lot conveyed by Developer shall not exceed \$35.00 per lot.

(ii) From and after January 1, 1986, the maximum monthly assessment may be increased effective January 1 of each year without a vote of the membership by no more than 15%.

(iii) From and after January 1, 1986, the maximum monthly assessment may be increased by more than the amount specified in subsection (ii) above by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iv) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

(v) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Areas or of any capital improvement which the Association is required to maintain.

D. Special Assessments for Capital Improvements and Operating Deficits In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Notice and Quorum for Any Action Authorized Under Sections C and D Written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

F. Date of Commencement of Monthly Assessments; Due Dates The monthly assessment provided for herein shall commence for each lot on the date of conveyance to an Owner. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

G. Effect of Nonpayment of Assessments; Remedies of the Association If any assessment (or monthly installment of such

assessment, if applicable) is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum, 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, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action in favor of the prevailing party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

H. Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

## 6. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Nuisances No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, Shadow Ridge Association, Inc., and any home owner in Shadow Ridge in any manner provided at law or in equity. The cost of expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither Developer, any officer, agent, employee or contractor thereof, Shadow Ridge Association, Inc. or any homeowner shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Metropolitan Department of Public Works. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

## 7. GENERAL PROHIBITIONS

A. In General No noxious or offensive activities shall be

carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee.

C. Animals No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably contained so as not to become a nuisance.

D. Vehicle Parking No campers, trailers, recreational vehicles, boats or similar vehicles shall be parked on any street or lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development or the uses of any street in the Development.

E. Garbage, Trash and Other Refuse No Owner of a lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in Subparagraph F below. All dwellings built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes No Owner of any lot in the Development other than Developer shall build or permit the building upon said lot any dwelling that is to be used as a model home or exhibit house.

H. Temporary Structure No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot.

I. 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 reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee.

J. Utility Services No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by Developer.

K. Wells and Septic Tanks No water wells shall be drilled on any of the lots in the Development without the approval of the Committee. No septic tanks shall be installed on any of the lots.

L. Antennas Exposed antennas shall require approval by the homeowners association. Height shall not exceed five (5) feet above roof peak.

M. Solar Heat Panels No solar heat panels shall be allowed on roofs. All such panels must be enclosed within a fenced area within the specific lot boundary and located to the rear of the dwelling.



## 8. SHADOW RIDGE DEVELOPMENT CONTROL COMMITTEE

### A. Powers of Committee

(i) In General No dwelling, building structure or improvement of any type of kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

(ii) Power of Disapproval The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(aa) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(cc) The proposed improvement, or any part thereof, would in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

B. Duties of Committee The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. Inspection The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

## 9. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in

writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.

#### 10. REMEDIES

A. In General Any party to whose benefit these Restrictions inure, including Developer, Shadow Ridge Association, Inc. and any homeowner within Shadow Ridge, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Shadow Ridge Association, Inc. shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

#### 11. EFFECT OF BECOMING AN OWNER

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

#### 12. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

#### 13. DURATION

The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants, conditions and restriction shall be automatically extended for successive periods of ten (10) years, unless changes in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

#### 14. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of Developer this 5th day of July, 1984.

*Kenneth D. Hansen*  
Kenneth D. Hansen, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared *Kenneth D. Hansen*, the *President* of *Hansen + Hansen*

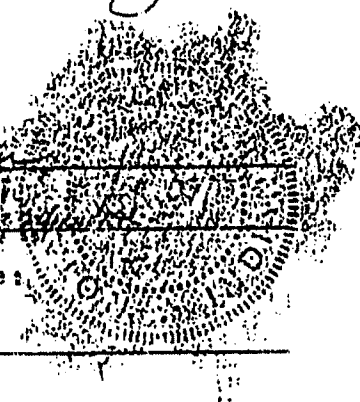
*Contractors, Inc.*, who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this *5th* day of *July*, 1984.

*Raymond R. Schudler*  
Printed: *LURVANCE*  
County of Residence: *Allen*

My Commission Expires: *June 25, 1985*

PREPARED BY  
MID-STATES ENG. CO., INC.



SHADOW RIDGE  
EXHIBIT "A"  
LAND DESCRIPTION

Land being a part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 17 North, Range 4 East, Marion County, Indiana, and being more particularly described as follows: Beginning at the Northwest corner of said Quarter-Quarter Section; thence North 89°15'47" East along the North line of said Quarter-Quarter Section, 1349.60 feet to the Northeast corner thereof; thence South 00°01'16" West along the East line of said Quarter-Quarter Section, 1326.90 feet to the Southeast corner thereof; thence South 89°21'10" West along the South line of said Quarter-Quarter Section, 1349.09 feet to the Southwest corner thereof; thence North 00°00'00" East along the West line of said Quarter-Quarter Section, 1324.78 feet to the point of beginning and containing 41.067 acres, more or less. Subject to right-of-way for 82nd Street and Hague Road off the entire north and west sides thereof, respectively, and all other legal easements and rights-of-way of record.

Except, that part conveyed to the City of Indianapolis, Department of Transportation, by Instrument #76-58567, and more particularly described as follows: Part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section running south on and along the West line of said Quarter-Quarter Section a distance of 25.0 feet to a point; thence East parallel to the North line of said Quarter-Quarter Section a distance of 15.0 feet to the beginning of this description, said point being on the existing right-of-way line of 82nd Street; thence East on and along the existing right-of-way line a distance of 58.0 feet to a point; thence Southeasterly a distance of 37.54 feet to a point 50.0 feet south of the North line and 45.0 feet east of the West line of said Quarter-Quarter Section; thence South parallel to the West line of said Quarter-Quarter Section a distance of 150.0 feet to a point; thence Southeasterly a distance of 350.57 feet to a point 25.0 feet east of the West line of said Quarter-Quarter Section; thence South parallel to the West line of said Quarter-Quarter Section a distance of 125.0 feet to a point; thence West parallel to the North line of said Quarter-Quarter Section a distance of 10.0 feet to a point, said point being on the existing right-of-way line of Hague Road; thence North on and along the existing right-of-way line a distance of 650.0 feet to the point of beginning and containing 0.31795 acres, more or less.