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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SOUTHCREEK SECTION I

ARTICLE ONE: SUBDIVISION OF REAL ESTATE

1.1 SUBDIVISION AND PLATTING OF REAL ESTATE. THE SUBJECT REAL ESTATE CONSISTS OF APPROXIMATELY 29.16 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, MARION COUNTY, INDIANA (THE "REAL ESTATE"), WHICH IS CURRENTLY OWNED BY THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION (THE "DEVELOPER") AND THE DECLARANT HEREIN. THE SOUTHCREEK DEVELOPMENT CO. HEREBY PLATS, SUBDIVIDES, AND DEDICATES THE REAL ESTATE INTO LOTS, STREETS, AND COMMON AREAS IN ACCORDANCE WITH THE PLAT TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCREEK SECTION I" (THE "SUBDIVISION"). THE STREETS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO PUBLIC USE.

1.2 PURPOSE OF DECLARATION. THE PURPOSE OF THIS DECLARATION IS TO ENHANCE AND PROTECT THE VALUE, ATTRACTIVENESS, QUALITY, AND DESIRABILITY OF THE LOTS AND TRACTS CONSTITUTING THE SUBDIVISION KNOWN AS "SOUTHCREEK, SECTION I".

1.3 DECLARATION. THE REAL ESTATE SHALL BE HELD, TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND OCCUPIED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE BENEFIT OF THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITY WHO NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS THEREOF. THIS DECLARATION SHALL BECOME EFFECTIVE UPON ITS RECORDATION IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

1.4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND FROM TIME TO TIME, TO PLAT AND/OR REPLAT ALL OR ANY PART OF THE PROPERTY, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS HERETO WITH RESPECT TO ANY UNDEVELOPED PORTIONS OF OR ADDITIONS TO THE SUBDIVISION. DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT:

- (1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;
- (2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;
- (3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND
- (4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION, INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PRORATA SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM TIME TO TIME OF ALL OR ANY PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE SUBDIVISION.

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 BASEMENTS. THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND MAINTENANCE BASEMENTS ("A. & M.E.") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE, THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D & U.E.") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED AND NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE BASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS, AND CABLE TELEVISION. THE TERM "UTILITY COMPANIES" SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER CO., CITIZENS GAS CO., THE INDIANA BELL TELEPHONE CO., (AND THEIR AFFILIATES) AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

#### 2.4 RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDING MAY BE ERECTED ON ANY LOT AND NO BUSINESS MAY BE CONDUCTED ON ANY PART THEREOF.

(B) ARCHITECTURAL APPROVAL. NO BUILDING OR OTHER IMPROVEMENT SHALL BE ERECTED UPON ANY LOT WITHOUT PRICE ARCHITECTURAL REVIEW BOARD (THE "ARB") APPROVAL AS HEREIN PROVIDED.

(C) PRACTICAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE OR MORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION OF ANY LOT AS AFORESAID, THE OBLIGATION FOR ASSOCIATION EXPENSES ATTRIBUTABLE TO THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND BECOME PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT, AND THE OWNER THEREOF, TO AND WITH WHICH ALL OR PORTIONS OF THE DIVIDED OR SUBDIVIDED LOT BECOME CONSOLIDATED. IN THE EVENT THAT ONE OR MORE LOTS ARE DEVELOPED AS A UNIT, THE PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE EXCEPTION OF ASSESSMENTS SHALL APPLY THERETO AS A SINGLE LOT. NO DWELLING OR OTHER STRUCTURE OR IMPROVEMENT SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT LEAST ONE (1) FULL PLATTED LOT ACCORDING TO THE PLAT.

(D) TEMPORARY BUILDINGS. NO TENTS, TRAILERS, VANS, SHACKS, TANKS, TEMPORARY OR ACCESSORY STRUCTURES SHALL BE ERECTED OR PERMITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE ARB.

(E) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN CONSENT OF THE ARB.

(F) BOATS AND MOTOR VEHICLES. NO BOATS, RECREATIONAL VEHICLES OR OTHER MOTOR VEHICLES, EXCEPT FOUR-WHEEL PASSENGER AUTOMOBILES AND PICKUP TRUCKS, SHALL BE PLACED, PARKED OR STORED UPON ANY LOT OR COMMON AREA, NOR SHALL ANY MAINTENANCE OR REPAIR BE PERFORMED UPON ANY BOAT OR MOTOR VEHICLE UPON ANY LOT WITHOUT THE WRITTEN CONSENT OF THE ARB, EXCEPT WITHIN A BUILDING TOTALLY ISOLATED FROM PUBLIC VIEW.

(G) TREES. NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS TWO (2) INCHES IN DIAMETER, SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARB.

(H) ARTIFICIAL VEGETATION. NO ARTIFICIAL GRASS, PLANTS OR OTHER ARTIFICIAL VEGETATION SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT, UNLESS APPROVED BY THE ARB.

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(I) AUTOMOBILE STORAGE AREA. NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOMOBILE STORAGE AREA UPON THE LOT. NO CARPORTS SHALL BE PERMITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE TWO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE MAINTAINED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT.

(K) LANDSCAPING. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION, SO LONG AS THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) ROBBERISH, TRASH AND GARBAGE. NO ROBBERISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) FENCES, HEDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE A.R.B. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(O) NUISANCES. NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION AS TO BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(Q) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT OR ANY COMMON AREA, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE THEREON; AND IN THE EVENT THAT ANY OWNER SHALL FAIL OR REFUSE TO KEEP HIS LOT FREE OF WEEDS, UNDERBRUSH OR REFUSE PILES, OR OTHER UNSIGHTLY GROWTHS OR OBJECTS, THEN THE ASSOCIATION MAY ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

2.5 EXCEPTIONS FOR DEVELOPER. DEVELOPER, OR THE TRANSFEREE OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ESSENTIAL TO THE ESTABLISHMENT AND WEARARE OF THE SUBDIVISION AS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE DEVELOPER, DEVELOPER'S TRANSFERREES, OR THE EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFERREES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOT PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, THE WORDS, "ITS TRANSFERREES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS IMPROVED WITH COMPLETED RESIDENCES.

#### ARTICLE THREE: COMMON AREAS

3.1 DESIGNATION OF COMMON AREAS. ALL AREAS ON THE PLAT DESIGNATED AS SUCH SHALL BE KNOWN AS "COMMON AREAS" AND THEIR USE AND MAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL TITLE TO THE COMMON AREAS SO LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT WHICH DEVELOPER OWNS IN THE SUBDIVISION, DEVELOPER SHALL CONVEY THE COMMON AREAS TO THE ASSOCIATION SUBJECT TO TAKES FOR THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS AND EASEMENTS OF RECORD; AND A RESERVATION HEREBY PERPETUALLY RESERVED TO THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON UTILITY EASEMENTS, EASEMENTS OF DRAINAGE, AND INGRESS AND EGRESS EASEMENTS AS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF ADDITIONAL LANDS OWNED OR TO BE OWNED BY THE DEVELOPER LOCATED IN SECTION 23, PERRY TOWNSHIP MARION COUNTY, INDIANA.

3.3 USE OF COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A NON-EXCLUSIVE COMMON RIGHT AND EASEMENT OF ENJOYMENT AND INGRESS AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLAT WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO SUCH LOT, SUBJECT TO THE FOLLOWING:

(1) THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEPS AS ARE REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES AGAINST FORECLOSURE;

(2) ALL PROVISIONS OF THIS DECLARATION, THE PLAT, AND THE ARTICLES AND BY-LAWS OF THE ASSOCIATION;

(3) RULES AND REGULATIONS GOVERNING THE USE AND ENJOYMENT OF THE COMMON AREAS ADOPTED BY THE ASSOCIATION;

(4) RESTRICTIONS CONTAINED ON THE PLAT OF ALL OR ANY PART OF THE COMMON AREAS OR FILED SEPARATELY WITH RESPECT TO ALL OR ANY PART OR PARTS OF THE PROPERTY;

(5) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS SHOWN ON THE PLAT; AND

(6) A RESERVATION HEREBY PERPETUALLY RESERVED TO DEVELOPER, ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO USE AND ENJOY THE SAME NON-EXCLUSIVE EASEMENTS, FOR THE BENEFIT OF ADDITIONAL LANDS OWNED AND TO BE OWNED BY DEVELOPER LOCATED IN SECTION 23 PERRY TOWNSHIP, MARION COUNTY, INDIANA.

# COVENANTS

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3.4 RIGHTS TO COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE NOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR ON ANY DATE TO PERFORM SUCH MAINTENANCE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL DEVELOPER, OR ANY OWNER OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

## ARTICLE FOUR: ARCHITECTURAL CONTROL.

4.1 NECESSITY OF ARCHITECTURAL REVIEW & APPROVAL. NO IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, SHALL BE COMMENCED, ERRECTED, PLACED OR MAINTAINED UPON ANY LOT, NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF BE MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WRITING BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY AND AS TO CONFORMANCE WITH THE ARCHITECTURAL PLANNING CRITERIA AS SET FORTH HEREIN.

4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESE ARCHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATED PURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT; THAT THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLAN; AND, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BE MAINTAINED.

4.3 ARCHITECTURAL CONTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSE NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY TIME THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE OR MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (1) ARCHITECT OR BUILDING CONTRACTOR THEREOF, A MAJORITY OF THE ARB SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING ON THE ARB BECAUSE OF DEATH, RESIGNATION, OR OTHER TERMINATION OF SERVICE OF ANY MEMBER THEREOF, SHALL BE FILLED BY THE BOARD OF DIRECTORS; EXCEPT THAT DEVELOPER, TO THE EXCLUSION OF THE BOARD, SHALL FILL ANY VACANCY CREATED BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

4.4 POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THEREOF, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WELL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL NOT BE EFFECTIVE UNTIL ADOPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY CALLED AND NOTICED AT WHICH A QUORUM IS PRESENT AND VOTING. NOTICE OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA, INCLUDING A VERBATIM COPY OF SUCH CHANGE OR MODIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE ASSOCIATION; PROVIDED THAT, THE DELIVERY TO EACH MEMBER OF THE ASSOCIATION OF NOTICE AND A COPY OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL NOT CONSTITUTE A CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CHANGE OR MODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE FEES FOR PROCESSING REQUESTS FOR ARB APPROVAL OF PROPOSED IMPROVEMENTS. SUCH FEES, IF ANY, SHALL BE PAYABLE TO THE ASSOCIATION, IN CASH, AT THE TIME THAT PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE ARB.

4.5 ARCHITECTURAL PLANNING CRITERIA

(A) BUILDING TYPE. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2) NOR MORE THAN THREE (3) CARS. NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN TWO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT. UNLESS APPROVED BY THE ARB AS TO USE, LOCATION AND ARCHITECTURAL DESIGN, NO GARAGE, TOOL OR STORAGE ROOM MAY BE CONSTRUCTED SEPARATE AND APART FROM THE RESIDENTIAL DWELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED PRIOR TO CONSTRUCTION OF THE MAIN RESIDENCE DWELLING.

(B) LAYOUT. NO FOUNDATION FOR A BUILDING SHALL BE POURED, NOR SHALL CONSTRUCTION COMMENCE IN ANY MANNER OR RESPECT, UNTIL THE LAYOUT FOR THE BUILDING IS APPROVED BY THE ARB. IT IS THE PURPOSE OF THIS APPROVAL TO ASSURE THAT NO TREES ARE UNNECESSARILY DISTURBED AND THAT THE HOME IS PLACED ON THE LOT IN ITS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIORS. THE ARB SHALL HAVE THE FINAL APPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OWNER MUST SUBMIT TO THE ARB A COLOR PLAN SHOWING THE COLOR OF THE ROOF, EXTERIOR WALLS, SHUTTERS, TRIMS, ETC. THE ARB SHALL CONSIDER THE EXTERIOR SURROUNDING AREAS AND THE EXTENT TO WHICH THE HOMES IN THE AREA WITH THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS UNLESS SPECIFICALLY AUTHORIZED BY THE ARB, ALL DWELLINGS SHALL HAVE A MASONRY EXTERIOR EXCEPT FOR GABLES, PORCHES, GARAGES AND THE SECOND STORY OF A TWO-STORY DWELLING. NO VINYL OR ALUMINUM SIDING SHALL BE PERMITTED.

(D) ROOF. A FLAT ROOF SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ARB. SUCH AREAS WHERE PLAT ROOFS MAY BE PERMITTED ARE PORCHES AND PATIOS. THERE SHALL BE NO PLAT ROOFS ON THE ENTIRE MAIN BODY OF THE BUILDING, PROVIDED THAT, THE ARB SHALL HAVE DISCRETION TO APPROVE SUCH ROOFS ON PART OF THE MAIN BODY OF THE BUILDING, PARTICULARLY IF MODERN OR CONTEMPORARY DESIGN. NO BUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION OF ALL PITCHED ROOFS SHALL BE TILE, CEDAR SHAKE SHINGLE, SLATE ASPHALT OR FIBERGLASS SHINGLE, OR OTHER COMPOSITION APPROVED BY THE ARB.

(E) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGRAPH "A" HEREIN, ALL GARAGES SHALL HAVE A MINIMUM WIDTH OF TWENTY ~~ONE~~ (21) FEET FOR A TWO-CAR GARAGE OR THIRTY ~~ONE~~ (31) FEET FOR A THREE-CAR GARAGE; MEASURED FROM INSIDE WALLS OF THE GARAGE. ALL GARAGES MUST HAVE EITHER A SINGLE OVERHEAD DOOR WITH A MINIMUM DOOR WIDTH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) INDIVIDUAL OVERHEAD DOORS, EACH A MINIMUM OF EIGHT (8) FEET IN WIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAYS. ALL DWELLINGS SHALL HAVE A DRIVEWAY AT LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTRANCE TO THE GARAGE WHICH SHALL BE PAVED WITH ASPHALT, CONCRETE OR SOME OTHER STABLE AND PERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. EIGHT-INCH (OR LARGER) CONCRETE BLOCK SHALL NOT BE PERMITTED ON THE EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ARB. THE ARB SHALL DISCOURAGE THE USE OF IMITATION MATERIAL FOR FACADES AND ENCOURAGE THE USE OF PROM MATERIALS SUCH AS BRICK, FOUR OR FIVE-INCH BLOCK, STONE, WOOD, AND STUCCO, OR A COMBINATION OF THE FOREGOING.

(H) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASEBALL BACKSTOPS AND ALL OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB TO MAINTAIN THE APPEARANCE OF THE SUBDIVISION AS A WHOLE.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE DUTY OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING AND ALIGNED WITH THE SIDE WALLS A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

(O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.

(P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(Q) SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(R) UTILITY CONNECTIONS. BUILDING CONNECTIONS FOR ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, TELEPHONE AND TELEVISION SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE ACCEPTABLE TO THE GOVERNING UTILITY AUTHORITY.

(S) BUILDING SET-BACKS. BUILDING SET-BACKS SHALL BE TWENTY-FIVE (25) FEET IN FRONT, TWENTY-FIVE (25) FEET IN THE REAR AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE CONSIDERED TO HAVE TWO FRONTS AND TWO SIDES. ALL MEASUREMENTS ARE TO THE BASE OF THE DWELLING.

(T) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERRECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARB.

(U) ARB REPORTS. THE ARB'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THE FOREGOING ARCHITECTURAL PLANNING CRITERIA SHALL BE DELIVERED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND TO THE LOT OWNER SUBMITTING THE SAME. IN THE EVENT THE ARB FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS OR SUBMISSION THERETO, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED CRITERIA SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.



ARTICLE FIVE: THE HOMEOWNER'S ASSOCIATION

5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCORPORATED ASSOCIATION UNDER THE INDIANA NOT-FOR-PROFIT CORPORATION ACT AND SHALL BE GOVERNED IN ACCORDANCE WITH SAID ACT AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.

5.2 MEMBERSHIP & VOTING. EVERY PERSON OR ENTITY WHO IS A RECORD FEE SIMPLE OWNER OF A LOT, INCLUDING THE DEVELOPER, AT ALL TIMES SO LONG AS IT OWNS ALL OR ANY PART OF THE PROPERTY SUBJECT TO THIS DECLARATION, SHALL BE A MEMBER OF THE ASSOCIATION PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST ONLY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER. MEMBERSHIP SHALL BE APPURTENANT TO, AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT. THE ASSOCIATION SHALL HAVE SUCH CLASSES OF MEMBERSHIP, WHICH CLASSES SHALL HAVE SUCH VOTING RIGHTS, AS ARE SET FORTH IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

ARTICLE SIX: MAINTENANCE ASSESSMENTS

6.1 LIEN AND PERSONAL OBLIGATION FOR ASSESSMENT. THE DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HEREBY COVENANTS AND EACH OWNER OF ANY LOT (BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE) INCLUDING ANY PURCHASES AT A JUDICIAL SALE, SHALL HEREAFTER BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY ANNUAL ASSESSMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS; SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HEREINAFTER PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH INTEREST THEREON FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREOF (INCLUDING REASONABLE ATTORNEYS' FEES), SHALL BE CHARGED ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT(S) AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. AND SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR BY ABANDONMENT, OR OTHERWISE.

6.2 PURPOSE, AMOUNT AND COMPUTATION OF ASSESSMENT. EXCEPT AS HEREINAFTER PROVIDED, THE ANNUAL ASSESSMENT, EXCLUDING ANY SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN NO EVENT EXCEED \$100.00, PER LOT, PER ANNUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BOARD") SHALL FIX THE ASSESSMENTS, WHICH SHALL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED FINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE DISPOSITIVE. BY THE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE BOARD, THE MAXIMUM AMOUNTS OF THE ASSESSMENTS MAY BE INCREASED OR DECREASED FROM THE AMOUNT HEREIN SET FORTH. ALL REGULAR AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS FOR WHICH PROVISION IS HEREIN MADE SHALL COMMENCE ON THE FIRST DAY OF THE MONTH, OR AS FIXED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO BE THE DATE OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR. THE DUE DATE OF ANY ASSESSMENT SHALL BE FIXED IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT AND ANY SUCH ASSESSMENT SHALL BE PAYABLE IN ADVANCE IN MONTHLY, QUARTERLY, SEMI-ANNUAL, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) IMPROVEMENT, MAINTENANCE AND REPAIR OF THE COMMON AREAS;

2) UTILITIES FOR THE COMMON AREAS;

(3) MAINTENANCE AND REPAIR OF ALL STORM DRAINS, SANITARY SEWERS, AND EASEMENTS SHOWN ON THE PLAT AND MAINTENANCE AND REPAIR OF DRAINAGE EASEMENTS AND WATER RETENTION EASEMENTS SHOWN ON THE PLAT.

(4) FIRE INSURANCE COVERING THE FULL INSURABLE REPLACEMENT VALUE OF THE COMMON AREAS WITH EXTENDED COVERAGE;

(5) LIABILITY INSURANCE INSURING THE ASSOCIATION AGAINST ANY AND ALL LIABILITY TO THE PUBLIC, TO ANY OWNER, OR TO THE INVITEES, OR TENANTS OF ANY OWNER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE COMMON AREA. THE POLICY LIMITS SHALL BE SET BY THE ASSOCIATION, AND SHALL BE REVIEWED AT LEAST ANNUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION;

(6) WORKMEN'S COMPENSATION INSURANCE TO THE EXTENT NECESSARY TO COMPLY WITH THE INDIANA STATUTES, AND ANY OTHER INSURANCE DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION;

(7) ACQUISITION OF FURNISHINGS AND EQUIPMENT FOR THE COMMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,

(8) ANY OTHER MATERIALS, SUPPLIES, EQUIPMENT, LABOR, MANAGEMENT, SUPERVISION, SERVICES, PERSONNEL, REPAIRS, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENTS WHICH THE ASSOCIATION IS REQUIRED TO SECURE OR PAY PURSUANT TO THE TERMS OF THIS DECLARATION, OR BY LAW, OR WHICH SHALL BE NECESSARY OR PROPER IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION FOR THE OPERATION OF THE COMMON AREAS, FOR THE BENEFIT OF THE LOT OWNERS, OR FOR THE ENFORCEMENT OF THESE RESTRICTIONS.

6.3 SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND REPAIRS. IN ADDITION TO THE ANNUAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEFRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RE-CONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT AS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE APPROVAL OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION 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.

6.4 NON-PAYMENT OF ASSESSMENT. IF ANY ASSESSMENT IS NOT PAID ON THE DATE WHEN DUE, SUCH ASSESSMENT SHALL THEN BECOME DELINQUENT AND SHALL, TOGETHER WITH INTEREST THEREON, AND THE COST OF COLLECTION THEREOF, BECOME A CONTINUING LIEN ON THE LOT AGAINST WHICH SUCH ASSESSMENT IS MADE THAT SHALL BIND SUCH LOT IN THE HANDS OF THE OWNER, HIS HEIRS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNS, AND SHALL ALSO BE A CONTINUING PERSONAL OBLIGATION OF THE OWNER AGAINST WHOM THE ASSESSMENT IS LEVIED.

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6.5 SPECIAL ASSESSMENTS FOR EXTERIOR MAINTENANCE. IN ADDITION TO MAINTENANCE UPON THE COMMON AREAS, THE ASSOCIATION MAY PROVIDE UPON ANY LOT REQUIRING SAME, WHEN NECESSARY IN THE OPINION OF THE BOARD, TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD, MAINTENANCE, INCLUDING PAINT, REPAIR, ROOF REPAIR AND REPLACEMENT, GUTTERS, DOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YARD CLEAN-UP AND/OR MAINTENANCE; PROVIDED, HOWEVER, THAT TEN (10) DAYS WRITTEN NOTICE MUST FIRST BE GIVEN TO THE OWNER OF ANY SUCH LOT OF THE NEED OF SUCH CLEAN-UP AND/OR MAINTENANCE. THE COST OF SUCH MAINTENANCE SHALL BE ASSESSED AGAINST THE LOT UPON WHICH SUCH MAINTENANCE IS PERFORMED, OR, IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, BENEFITING FROM SAME. THE ASSESSMENT SHALL BE APPORTIONED AMONG THE LOTS INVOLVED IN THE MANNER DETERMINED TO BE APPROPRIATE BY THE BOARD. IF NO ALLOCATION IS MADE, THE ASSESSMENT SHALL BE UNIFORMLY ASSESSED AGAINST ALL OF THE LOTS IN THE AFFECTED AREA. THE EXTERIOR MAINTENANCE ASSESSMENTS SHALL NOT BE CONSIDERED A PART OF THE ANNUAL OR SPECIAL ASSESSMENTS. ANY EXTERIOR MAINTENANCE ASSESSMENT SHALL BE A LIEN ON THE LOT AND THE PERSONAL OBLIGATION OF THE OWNER AND SHALL BECOME DUE AND PAYABLE IN ALL RESPECTS, TOGETHER WITH INTEREST, REASONABLE ATTORNEY'S FEES, AND COSTS OF COLLECTION, AS PROVIDED FOR THE OTHER ASSESSMENTS OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO MORTGAGE LIENS AS PROVIDED BY HEREIN. FOR THE PURPOSE OF PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION, THROUGH ITS DULY AUTHORIZED AGENTS OR EMPLOYERS, SHALL HAVE THE RIGHT, AFTER REASONABLE NOTICE TO THE OWNER, TO ENTER UPON ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON AT REASONABLE HOURS ANY DAY EXCEPT SUNDAY.

6.6 SUBORDINATION OF LIEN. THE LIEN OF THE ASSESSMENT FOR WHICH PROVISION IS HEREIN MADE AS WELL AS IN ANY OTHER SECTION OF THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE TO A BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION, OR REAL ESTATE INVESTMENT TRUST. SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECREE OF FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE OF SUCH MORTGAGE. NO SUCH SALE OR TRANSFER OR PROCEEDING IN LIEU OF FORECLOSURE SHALL RELIEVE ANY LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE, NOR FROM THE LIEN OF ANY SUBSEQUENT ASSESSMENT. THE WRITTEN OPINION OF EITHER THE DEVELOPER OR THE ASSOCIATION THAT THE LIEN IS SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION OF SUBORDINATION.

6.7 DUTIES OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL FIX THE DATE OF COMMENCEMENT, AND THE AMOUNT OF THE ASSESSMENT AGAINST EACH LOT FOR EACH ASSESSMENT, AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH DATE OR PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERE TO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OPEN TO INSPECTION BY THE OWNER. WRITTEN NOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO NOT LATER THAN SEVEN (7) DAYS AFTER FIXING THE DATE OF COMMENCEMENT THEREOF. THE ASSOCIATION SHALL, ON DEMAND, AND FOR A REASONABLE CHARGE, 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. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID.

7.1 DEVELOPER'S RIGHT OF FIRST REFUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SINGLE FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED SHALL BE SOLD OR TRANSFERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITING, ITS RIGHT TO PURCHASE SAID LOT.

7.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A BONA FIDE SALE OF HIS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE "PROPOSED CONTRACT"). WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE AND INFORMATION, DEVELOPER SHALL EITHER EXERCISE, OR WAIVE EXERCISE OF, ITS RIGHT OF FIRST REFUSAL. IF DEVELOPER ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL, IT SHALL, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, DELIVER TO OWNER AN AGREEMENT TO PURCHASE THE LOT UPON THE FOLLOWING TERMS: (1) THE PRICE TO BE PAID, AND THE TERMS OF PAYMENT SHALL BE THAT STATED IN THE PROPOSED CONTRACT. (2) THE SALE SHALL BE CLOSED WITH THIRTY (30) DAYS AFTER THE DELIVERY OR MAKING OF THE DEVELOPER'S AGREEMENT TO PURCHASE.

7.3 CERTIFICATE OF WAIVER. IF DEVELOPER SHALL ELECT TO WAIVE ITS RIGHT OF FIRST REFUSAL, OR SHALL FAIL TO EXERCISE SAID RIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PROPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

7.4 EXCEPTIONS. THIS SECTION SHALL NOT APPLY TO A TRANSFER TO OR SALE BY ANY BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF OWNING A MORTGAGE UPON THE LOT CONCERNED, AND THIS SHALL BE SO WHETHER THE TITLE IS ACQUIRED BY DEED FROM THE MORTGAGOR OR ITS SUCCESSORS IN TITLE OR THROUGH FORECLOSURE PROCEEDINGS; NOR SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH SO ACQUIRES TITLE. NEITHER SHALL THIS SECTION REQUIRE THE WAIVER BY DEVELOPER AS TO ANY TRANSFER OF TITLE TO A LOT AT A DULY ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY LAW, SUCH AS BUT NOT LIMITED TO EXECUTION SALE, FORECLOSURE SALE, JUDICIAL SALE OR TAX SALES.

7.5 UNAUTHORIZED TRANSACTION. ANY SALE OF A LOT, OR ANY INTEREST THEREIN, UPON WHICH A SINGLE-FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED, WITHOUT NOTICE TO DEVELOPER AND WAIVER OF DEVELOPER'S RIGHT OF FIRST REFUSAL AS AFORESAID, SHALL BE VOID.

ARTICLE EIGHT: GENERAL PROVISIONS.

8.1 DURATION OF COVENANTS AND RESTRICTIONS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DEVELOPER, THE ASSOCIATION OR THE OWNER OF ANY PROPERTY SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE THEN OWNERS OF TWO-THIRDS (2/3) OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE OR TERMINATE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

8.2 REMEDIES FOR VIOLATIONS. VIOLATION OR BREACH OF ANY CONDITION, COVENANT OR RESTRICTION HEREIN CONTAINED SHALL GIVE THE DEVELOPER, THE ASSOCIATION, THE OWNER(S) OR THE METROPOLITAN DEVELOPMENT COMMISSION, IN ADDITION TO ALL OTHER REMEDIES, THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL A COMPLIANCE WITH THE TERMS OF SAID CONDITIONS, COVENANTS OR RESTRICTIONS, AND TO PREVENT THE VIOLATION OR BREACH OF ANY OF THEM, AND THE EXPENSE OF SUCH LITIGATION SHALL BE BORNE BY THE THEN OWNER OR OWNERS OF THE SUBJECT PROPERTY, PROVIDED SUCH PROCEEDING RESULTS IN A FINDING THAT SUCH OWNER WAS IN VIOLATION OF SAID COVENANTS OR RESTRICTIONS. EXPENSES OF LITIGATION SHALL INCLUDE REASONABLE ATTORNEYS' FEES INCURRED BY DEVELOPER AND/OR THE ASSOCIATION IN SEEKING SUCH ENFORCEMENT. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED ON THE PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 58-AO-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THE PLAT BY THE PLAT COMMITTEE.

8.3 AMENDMENT. THIS DECLARATION MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY AFFECTED BY THIS DECLARATION, OR AMENDMENT HERETO, OR APPOINTS A DIRECTOR OF THE ASSOCIATION, NO AMENDMENT WILL BE EFFECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDER AND CONSENT.

8.4 CONSTRUCTION & INTERPRETATION. WHEREVER USED THE SINGULAR SHALL INCLUDE THE PLURAL AND SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ANY NOTICES REQUIRED TO BE SENT TO ANY MEMBER OR OWNER UNDER THE PROVISIONS OF THIS DECLARATION SHALL BE DEEMED TO HAVE BEEN PROPERLY SENT WHEN MAILED, POSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF THE PERSON WHO APPEARS AS MEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH MAILING.

8.5 DEFINITIONS. THE FOLLOWING WORDS, WHEN USED IN THIS DECLARATION (UNLESS THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE FOLLOWING MEANINGS:

"ASSOCIATION" SHALL MEAN AND REFER TO THE SOUTHCREEK HOMEOWNER'S ASSOCIATION, INC., AN INDIANA CORPORATION NOT FOR PROFIT.

"COMMON AREA" SHALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS FOR THE NON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON THE PLAT. THE COMMON AREAS TO BE CONVEYED BY DEVELOPER ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

"DEVELOPER" SHALL MEAN THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, IF ANY SUCH SUCCESSOR OR ASSIGNEE ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION FROM THE DEVELOPER FOR THE PURPOSE OF DEVELOPMENT.

"LOT" SHALL MEAN AND REFER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION, TOGETHER WITH ANY AND ALL IMPROVEMENTS THEREON SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION, REFERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR NOT ONE HAS BEEN CONSTRUCTED.

"MAINTENANCE" SHALL MEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLUDING ANY BUILDINGS, EASEMENTS OF ACCESS AND EGRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UTILITY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IMPROVEMENTS AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION.

"OWNER" SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE PEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLERS, BUT NOT INCLUDING CONTRACT PURCHASERS.

"MEMBER" SHALL MEAN EVERY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

"SUBDIVISION" SHALL MEAN AND REFER TO "SOUTHCREEK, SECTION 1" AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, AND SHALL INCLUDE THE REAL PROPERTY DESCRIBED IN THE PLAT.

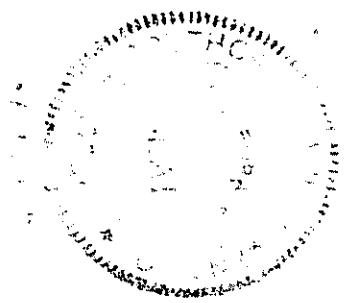
"THE METROPOLITAN DEVELOPMENT COMMISSION" SHALL MEAN AND REFER TO THE METROPOLITAN DEVELOPMENT COMMISSION OF THE CITY OF INDIANAPOLIS, INDIANA.

IN WITNESS WHEREOF, THE DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED AS OF THIS 29 DAY OF OCTOBER, 1987.

SOUTHCREEK DEVELOPMENT CO.

BY: William F. Roberts Jr.  
WILLIAM F. ROBERTS JR., PRESIDENT

ATTEST: Richard J. Kuster, Sr.  
RICHARD J. KUSTER, SECRETARY



STATE OF INDIANA )  
COUNTY OF MARION ) SS:

THE FOREGOING DECLARATION OF COVENANTS AND RESTRICTIONS FOR "SOUTHCREEK, SECTION 1", WAS ACKNOWLEDGED BEFORE ME THIS 29 DAY OF OCTOBER, 1987, BY WILLIAM F. ROBERTS AND RICHARD J. KUSTER, PRESIDENT AND SECRETARY RESPECTIVELY, OF THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE: Alice A. O'Brien  
ALICE A. O'BRIEN  
RESIDING IN MARION COUNTY  
MY COMMISSION EXPIRES:  
NOVEMBER 2, 1990



THIS INSTRUMENT WAS PREPARED BY: RICHARD J. KUSTER, ATTORNEY  
440 N. EAST STREET  
INDIANAPOLIS, INDIANA 46204  
TELEPHONE: (317) 632-3878

NOV 7 2 34 PM '87

North Line of Section 25 - 7441.83E  
South Line of Buffalo Trails Addition  
Per Instrument 24-24000

CURVE DATA  
RADIUS - 125.00'  
LENGTH - 17.91'  
CHORD - 17.90'  
TANGENT - 0.97'  
Δ - 08°12.47'  
DEFLECT - 08.5411'

Westerly line of Buffalo Trails  
Section Two per  
Instrument 76-14745

N 00° 11' 01" E - 468.00'

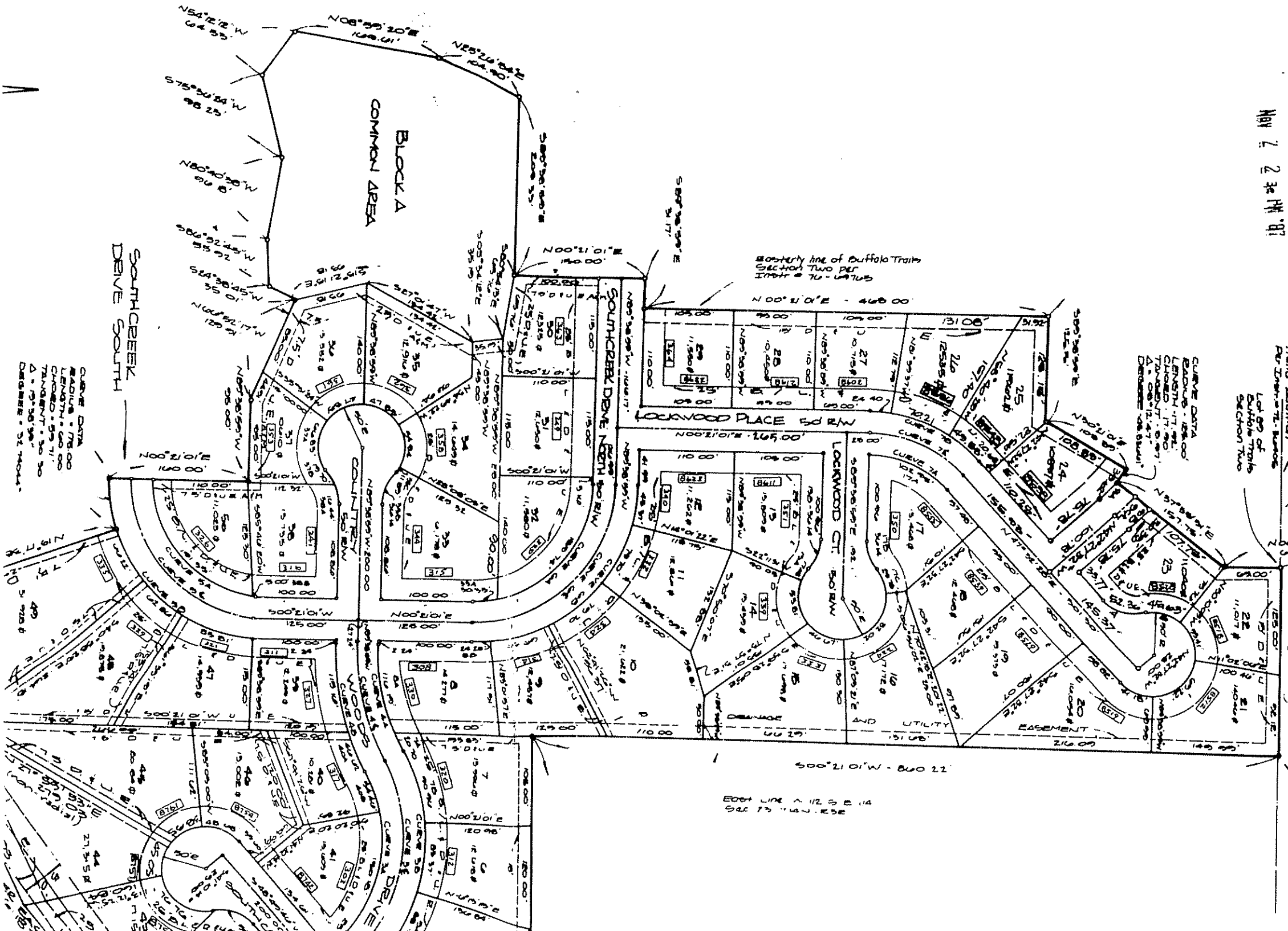
LOCKWOOD PLACE 50' RW  
N 00° 11' 01" E - 165.00'

LOCKWOOD CT. 50' RW

S 00° 21' 01" W - 800.22'

East Line of Section 14  
Sec 13 - 7441.83E

NE CORNER of  
SEC 25 - 7441.83E



CURVE DATA  
RADIUS - 75.00'  
LENGTH - 60.00'  
CHORD - 59.71'  
TANGENT - 30.30'  
Δ - 7°36.99'  
DEFLECT - 31.7004'

SOUTHCREEK  
DRIVE SOUTH

BLOCK A  
COMMON AREA

SOUTHCREEK DRIVE NORTH  
50' RW

N 00° 21' 01" E  
160.00'

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160.00'

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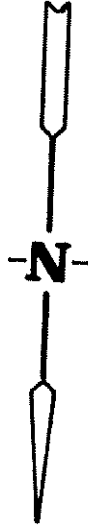
N 00° 21' 01" E  
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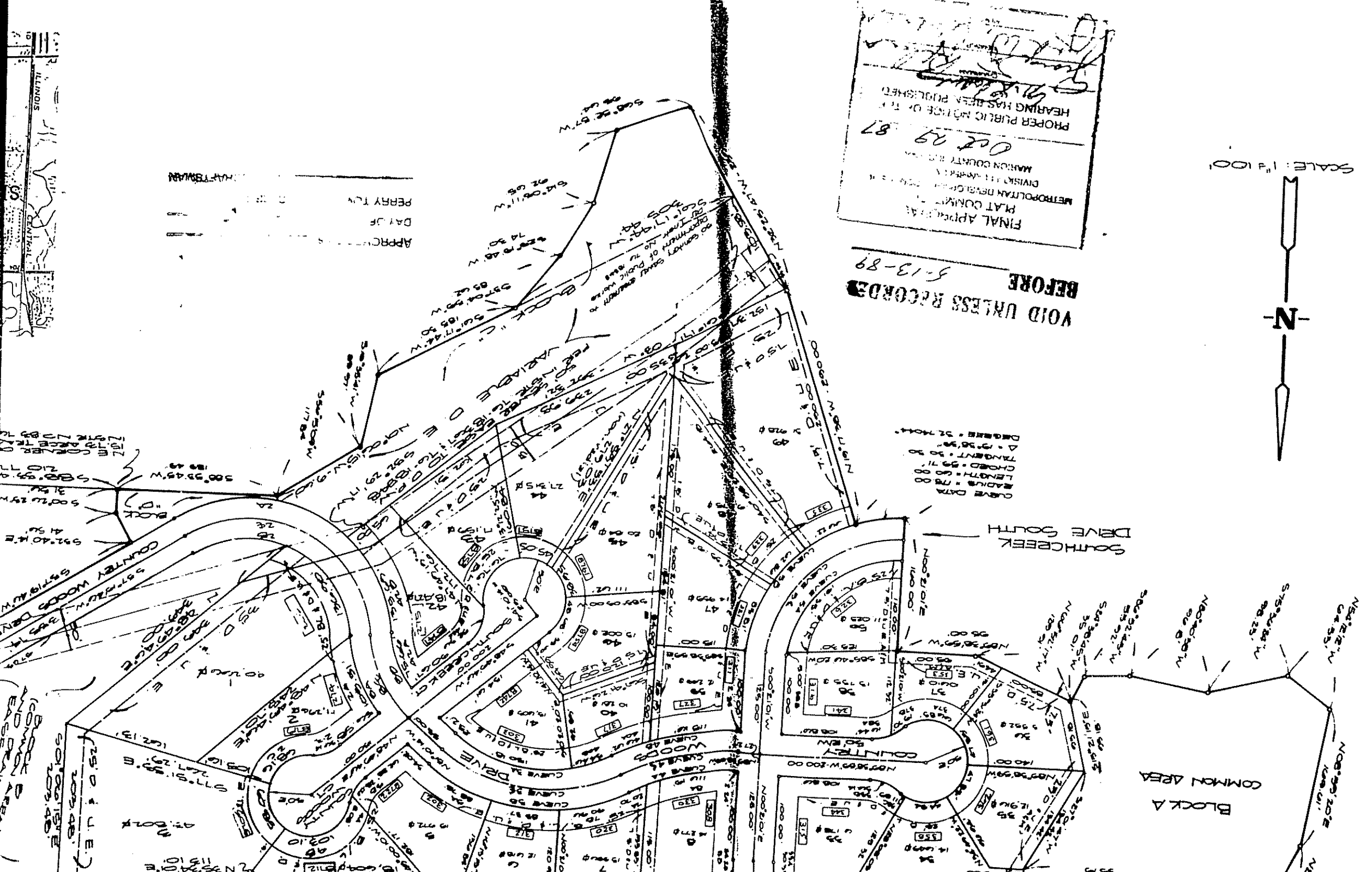
N 00° 21' 01" E  
160.00'

SCALE: 1" = 100'



**VOID UNLESS RECORDED**  
5-13-89  
**BEFORE**

**FINAL APPROVAL**  
PLAT COMPLETION  
METROPOLITAN DEVELOPMENT DEPARTMENT  
DIVISION OF LANDS  
MARION COUNTY, INDIANA  
OCT 29 1987  
PROPER PUBLIC NOTICE OF THE  
HEARING HAS BEEN PUBLISHED



APPROVED BY  
DAY OF  
PERRY TOWNSHIP



COUNTRY WOODS DRIVE  
SOUTH CREEK DRIVE SOUTH  
COUNTRY WOODS DRIVE  
SOUTH CREEK DRIVE SOUTH  
COUNTRY WOODS DRIVE  
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COUNTRY WOODS DRIVE  
SOUTH CREEK DRIVE SOUTH  
COUNTRY WOODS DRIVE  
SOUTH CREEK DRIVE SOUTH

CURVE DATA  
RADIUS = 78.00  
LENGTH = 60.00  
CHORD = 59.71  
TANGENT = 30.30  
ANGLE = 92.90°  
DEGREE = 21.7044°

**BLOCK A**  
**COMMON AREA**



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SOUTHCREEK SECTION TWO.

ARTICLE ONE: SUBDIVISION OF REAL ESTATE

1.1 SUBDIVISION AND PLATTING OF REAL ESTATE. THE SUBJECT REAL ESTATE CONSISTS OF APPROXIMATELY 29.266 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, MARION COUNTY, INDIANA (THE "REAL ESTATE"), WHICH IS CURRENTLY OWNED BY THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION (THE "DEVELOPER") AND THE DECLARANT HEREIN. THE SOUTHCREEK DEVELOPMENT CO. HEREBY PLATS, SUBDIVIDES, AND DEDICATES THE REAL ESTATE INTO LOTS, STREETS, AND COMMON AREAS IN ACCORDANCE WITH THE PLAT TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCREEK SECTION II" (THE "SUBDIVISION"). THE STREETS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO PUBLIC USE.

1.2 PURPOSE OF DECLARATION. THE PURPOSE OF THIS DECLARATION IS TO ENHANCE AND PROTECT THE VALUE, ATTRACTIVENESS, QUALITY, AND DESIRABILITY OF THE LOTS AND TRACTS CONSTITUTING THE SUBDIVISION KNOWN AS "SOUTHCREEK SECTION II."

1.3 DECLARATION. THE REAL ESTATE SHALL BE HELD TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND OCCUPIED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE BENEFIT OF THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITY WHO NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS THEREOF. THIS DECLARATION SHALL BECOME EFFECTIVE UPON ITS RECORDATION IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

1.4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND FROM TIME TO TIME, TO PLAT AND/OR REPLAT ALL OR ANY PART OF THE PROPERTY, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THERETO WITH RESPECT TO ANY UNDEVELOPED PORTIONS OF OR ADDITIONS TO THE SUBDIVISION. A DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT:

- (1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION SHALL BE CONTIGUOUS TO THE PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;
- (2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS A SINGLE FAMILY RESIDENTIAL LOTS;
- (3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND
- (4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PROPRATA SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM TIME TO TIME OF ALL OR A PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. A DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE SUBDIVISION.

ARTICLE TWO: USE OF THE REAL ESTATE

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 EASEMENTS. THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION AND THEIR RESPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS "D., A. & N. E." ("DRAINAGE, ACCESS AND MAINTENANCE EASEMENT") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE, THOSE AREAS DESIGNATED AS "D. & U. E." ("DRAINAGE AND UTILITY EASEMENT") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED AND NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM UTILITY COMPANIES SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRIC, NATURAL GAS, AND CABLE TELEVISION. THE TERM UTILITY COMPANIES SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER CO., THE INDIANAPOLIS GAS CO., THE INDIANA BELL TELEPHONE CO. (AND THEIR AFFILIATES), AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

2.4 RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDING MAY BE ERECTED ON ANY LOT AND NO BUSINESS MAY BE CONDUCTED ON ANY PART THEREOF.

(B) ARCHITECTURAL APPROVAL. NO BUILDING OR OTHER IMPROVEMENT SHALL BE ERECTED UPON ANY LOT WITHOUT PLAT AND ARCHITECTURAL REVIEW BOARD (THE "ARB") APPROVAL AS HEREIN PROVIDED.

(C) FRACTIONAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE OR MORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION OF ANY LOT AS AFORESAID, THE OBLIGATION FOR ASSOCIATION OR SUBDIVISION OF PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT, AND THE OWNER THEREOF, TO AND WITH WHICH ALL OF THE COMMONS OF THE DIVIDED OR SUBDIVIDED LOT BECOME CONSOLIDATED AS A UNIT. THE EVENT THAT ONE OR MORE LOTS ARE DEVELOPED IN THE COMMONS OR PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE EXCEPTION OF ASSESSMENTS SHALL APPLY THERETO AS A SINGLE LOT. NO BUILDING PLACED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT EAST ONE (1) FULL PLATTED LOT ACCORDING TO THE PLAT.

(D) TEMPORARY BUILDINGS. NO TENTS, TRAILERS, VANES, SHACKS, TANKS, TEMPORARY OR ACCESSORY STRUCTURES SHALL BE ERECTED OR PERMITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE ARB.

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- (1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION SHALL BE CONTIGUOUS TO THE PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;
- (2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;
- (3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, ON COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND
- (4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PROQUATA SHARE OF ASSOCIATION EXPENSES.

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**ARTICLE TWO: USE OF THE REAL ESTATE**

**2.1 PERMITTED USE.** THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.

**2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR.** EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

**2.3 EASEMENTS.** THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION AND THEIR RESPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS "D., A. & H. E." ("DRAINAGE, ACCESS AND MAINTENANCE EASEMENT") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE THOSE AREAS DESIGNATED AS "D. & U. E." ("DRAINAGE AND UTILITY EASEMENT") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED OR NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS, AND CABLE TELEVISION. THE TERM "UTILITY COMPANIES" SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER CO., CITIZENS GAS CO., THE INDIANA BELL TELEPHONE CO. (AND THEIR AFFILIATES), AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

**2.4 RESTRICTIONS ON USE.**

(A) **BUSINESS ACTIVITIES.** NO BUSINESS OR COMMERCIAL BUILDING MAY BE ERECTED ON ANY LOT AND NO BUSINESS MAY BE CONDUCTED ON ANY PART THEREOF.

(B) **ARCHITECTURAL APPROVAL.** NO BUILDING OR OTHER IMPROVEMENT SHALL BE ERECTED UPON ANY LOT WITHOUT PARTICIPATING ARCHITECTURAL REVIEW BOARD (THE "ARB") APPROVAL AS HEREIN PROVIDED.

(C) **FRACTIONAL LOTS.** NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE OR MORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION OF ANY LOT AS AFORESAID, THE OBLIGATION FOR ASSOCIATION EXPENSES ATTRIBUTABLE TO THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND BECOME PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT, AND THE OWNER THEREOF, TO AND WITH WHICH ALL OR PORTIONS OF THE DIVIDED OR SUBDIVIDED LOT BECOME CONSOLIDATED IN THE EVENT THAT ONE OR MORE LOTS ARE DEVELOPED AS A UNIT, THE PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE EXCEPTION OR OTHER STRUCTURE OR IMPROVEMENT SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT LEAST ONE (1) FULL PLATTED LOT ACCORDING TO THE PLAT.

(D) **TEMPORARY BUILDINGS.** NO TENTS, TRAILERS, VANS, SHACKS, TANKS, TEMPORARY OR ACCESSORY STRUCTURES SHALL BE ERECTED OR PERMITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE ARB.

(E) **ANTENNAE.** NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN CONSENT OF THE ARB.

(F) **BOATS AND MOTOR VEHICLES.** NO BOATS, RECREATIONAL VEHICLES OR OTHER MOTOR VEHICLES, EXCEPT FOUR-WHEEL PASSENGER AUTOMOBILES AND PICKUP TRUCKS, SHALL BE PLACED, PARKED OR STORED UPON ANY LOT OR COMMON AREA, NOR SHALL ANY MAINTENANCE OR REPAIR BE PERFORMED UPON ANY BOAT OR MOTOR VEHICLE UPON ANY LOT WITHOUT THE WRITTEN CONSENT OF THE ARB, EXCEPT WITHIN A BUILDING TOTALLY ISOLATED FROM PUBLIC VIEW.

(G) **TREES.** NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS TWO (2) INCHES IN DIAMETER, SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARB.

(H) **ARTIFICIAL VEGETATION.** NO ARTIFICIAL GRASS, PLANTS OR OTHER ARTIFICIAL VEGETATION SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT, UNLESS APPROVED BY THE ARB.

OBSTRUCTION OF LOT OR ON THE THE NEIGHBORHOOD WHAT MAY BE OR BE SUBMITTED ASSOCIATION DECISION SHALL (P) SIGNIFICANT PUBLIC VIEW OR MORE THAN ONE SQUARE FOOT AT ONE SIGN OF NO ADVERTISE THE (Q) COMMON OR REMOVED WRITTEN CONSENT (R) MIND CONDITIONING UP (S) SEPT PERMITTED OR OPERATIONS, OF KIND SHALL BE STRUCTURE DESTIC BE ERECTED, MAI (T) WEEDS UNSIGHTLY GROW LOT OR ANY COMMON SHALL BE ALLOWED THEREOF; AND IN KEEP HIS LOT F OTHER UNSIGHTL ENTER UPON SAI OWNER, AND SUC

**2.5 EXCEPT TRANSFEREES OF ALL LOTS INCLUDING WORK AND THE SA ESSENTIAL TO THE AN ON-GOING RES BE COMPLETED AN RESIDENTIAL CON DECLARATION SHI DEVELOPER, D CONTRACTORS, OR TRANSFEREES, AND THE ESTABL COMMUNITY, AN OTHERWISE, OWNERS RESIDENCE, DWI PROHIBITED BY T PERFORMANCE OF A COMPLETE OF THE THE HOME. "ITS" LOTS IMPROVED HI**

**3.1 DESIGNATED PLAT AS "BLOCK A" MAINTENANCE SHALL**

**3.2 TITLE** TITLE TO THE COMMON THE SUBDIVISION. LAST LOT WHICH DE CONVEY THE COMMON THE YEAR OF CONVE RESERVATIONS AND PERPETUALLY RESI ASSIGNS, OF TH EASEMENTS, EASE EASEMENTS AS SPE ADDITIONAL LANDS SECTION 2), PERM

**3.3 USE OF COMMON NON-EXCLUSIVE COMMON AND EGRESS IN AND WHICH SHALL BE AP SUCH LOT, SUBJECT (1) THE RIGHT REASONABLY NECESSA AGAINST FENCLOSUR (2) ALL PROV ARTICLES AND BY-LA (3) RULES AN OF THE COMMON ARE ANY PART OR PARTS (5) EASEMENT AND DRAINAGE FACIL (6) A RESERV ITS SUCCESSORS AND NON-EXCLUSIVE EAS OWNED AND TO BE O TOWNSHIP, MARION C**

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RESTRICTIONS

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TO THE SCHEME OF THEREIN SHALL BE AND SHALL HAVE AN HIS DECLARATION THEIR PRODATA SHALL

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OR ITSELF AND R RESPECTIVE REAS FOR THE THE SAME, A. M. E. RE PLAT, THE OWNERS, THE ECTIVE AGENTS TAIN UTILITY MAINTENANCE, AND UTILITY

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RAILERS, VAN', DUKES SHALL B ON AREA WITHOUT

(1) AUTOMOBILE STORAGE AREA. NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED AUTOMOBILE STORAGE AREA UPON THE LOT. NO CARPORTS SHALL BE PERMITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE TWO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE MAINTAINED IN USABLE CONDITION.

(2) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT.

(K) LANDSCAPING. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BREED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION, SO LONG AS THEY ARE NOT KEPT, BREED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) RUBBISH, TRASH AND GARBAGE. NO RUBBISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) FENCES, BEDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE ASSOCIATION. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(O) MISPLACES. NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(Q) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

ARTICLE THREE: COMMON AREAS

2.5 EXCEPTIONS FOR DEVELOPMENT. DEVELOPER, OR THE TRANSFERREES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION AS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE DEVELOPER, DEVELOPER'S TRANSFERREES, OR THE EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFERREES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOT PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL THE COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, THE WORDS "ITS TRANSFERREES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS IMPROVED WITH COMPLETED RESIDENCES.

3.1 DESIGNATION OF COMMON AREA. THE AREA DESIGNATED ON THE PLAT AS "BLOCK A" SHALL BE A "COMMON AREA" AND ITS USE AND MAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

*John J. ...*

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL TITLE TO THE COMMON AREAS SO LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT WHICH DEVELOPER OWNS IN THE SUBDIVISION, DEVELOPER SHALL CONVEY THE COMMON AREAS IN THE SUBDIVISION, SUBJECT TO TAXES FOR THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS AND EASEMENTS OF RECORD; AND A RESERVATION HEREBY PERPETUALLY RESERVED TO THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON UTILITY EASEMENTS, EASEMENTS OF DRAINAGE, AND INGRESS AND EGRESS. ADDITIONAL LANDS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF SECTION 2), PERRY TOWNSHIP MAHON COUNTY, INDIANA.

3.3 USE OF COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A NON-EXCLUSIVE COMMON RIGHT AND EASEMENT OF ENJOYMENT AND INGRESS AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLAT WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO SUCH LOT, SUBJECT TO THE FOLLOWING:

(1) THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEPS AS ARE REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES AGAINST FORECLOSURE;

(2) ALL PROVISIONS OF THIS DECLARATION, THE PLAT, AND THE ARTICLES AND BY-LAWS OF THE ASSOCIATION;

(3) RULES AND REGULATIONS GOVERNING THE USE AND ENJOYMENT

... TO THE SCHEME OF ...  
... THEREIN SHALL BE ...  
... THIS DECLARATION ...  
... THEIR PROXY/TA SHALL ...

TIME OF ALL OR A ...  
... THIS DECLARATION ...  
... PUBLIC RECORDS ...  
... DECLARATION WITH ...  
... LAND TO BE ADDE ...  
... D SUPPLEMENT TH ...  
... THE ASSOCIATION ...  
... DIVISION.

... OR ITSELF AND ...  
... RESPECTIVE ...  
... AREAS FOR THE ...  
... G. THE SAME, ...  
... A. & M. E., ...  
... E PLAT, THE ...  
... OWNERS, THE ...  
... ACTIVE AGENTS ...  
... MAIN UTILITY ...  
... MAINTENANCE, ...  
... SHALL BE ...  
... WHICH SHALL BE ...  
... WHICH WILL ...  
... SHALL MEAN ...  
... OPER OR THE ...  
... TELEPHONE, ...  
... FROM UTILITY ...  
... TATED TO, THE ...  
... WATER CO., ...  
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... BE CITY OF ...

... COMMERCIAL BUILDING ...  
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... Y AREA WITH ...  
... ATTELLINE DISH ...  
... PIFIED IN ANY ...  
... VISION WITHOUT ...  
... RECREATIONAL ...  
... EEL PASSENGER ...  
... I, PARKED OR ...  
... MAINTENANCE OR ...  
... UPON ANY LOT ...  
... IN A BUILDING ...  
... WHICH EXCEEDS ...  
... OR OTHERWISE ...  
... ASS, PLANTS OR ...  
... MAINTAINED UPON ...  
... THE ARB

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... SHALL RENDER A DECISION IN WRITING, WHICH ...  
... PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT ...  
... MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE ...  
... SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ...  
... ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ...  
... ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE. ...  
... (4) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ...  
... ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE ...  
... WRITTEN CONSENT OF THE ASSOCIATION. ...  
... (8) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR ...  
... CONDITIONING UNITS SHALL BE PERMITTED. ...  
... (9) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE ...  
... PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OR ...  
... OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY ...  
... KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DIRT/ROCK OR OTHER ...  
... STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL ...  
... BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT. ...  
... (7) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERBRUSH OR OTHER ...  
... UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY ...  
... LOT OR ANY COMMON AREA, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS ...  
... SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE ...  
... THEREON; AND IN THE EVENT THAT ANY OWNER SHALL FAIL OR REFUSE TO ...  
... KEEP HIS LOT FREE OF WEEDS, UNDERBRUSH OR REFUSE PILES, OR ...  
... OTHER UNSIGHTLY GROWTHS OR OBJECTS, THEN THE ASSOCIATION MAY ...  
... ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE ...  
... OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

2.5 EXCEPTIONS FOR DEVELOPER. DEVELOPER, OR THE ...  
... TRANSPARENCES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ...  
... ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT ...  
... WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ...  
... ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION. ...  
... AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY ...  
... BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED ...  
... RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS ...  
... DECLARATORY SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT IN THIS ...  
... DEVELOPER, DEVELOPER'S TRANSFEREES, OR THE EMPLOYEES, ...  
... CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S ...  
... TRANSFEREES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE ...  
... REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK ...  
... AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL ...  
... COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR ...  
... OTHERWISE, OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY ...  
... RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOT ...  
... PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE ...  
... PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL ...  
... COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, ...  
... THE WORKS. "ITS TRANSFEREES" SPECIFICALLY EXCLUDE PURCHASERS OF ...  
... LOTS IMPROVED WITH COMPLETED RESIDENCES.

ARTICLE THREE: COMMON AREAS

3.1 DESIGNATION OF COMMON AREA. THE AREA DESIGNATED ON THE ...  
... PLAT AS "BLOCK A" SHALL BE A "COMMON AREA" AND ITS USE AND ...  
... MAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL ...  
... TITLE TO THE COMMON AREAS SO LONG AS IT OWNS AT LEAST ONE LOT IN ...  
... THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THAT ...  
... LAST LOT WHICH DEVELOPER OWNS IN THE SUBDIVISION, DEVELOPER SHALL ...  
... CONVEY THE COMMON AREAS TO THE ASSOCIATION SUBJECT TO TAXES FOR ...  
... THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS, ...  
... RESERVATIONS AND EASEMENTS OF RECORD; AND A RESERVATION HEREBY ...  
... PERPETUALLY RESERVED TO THE DEVELOPER AND ITS SUCCESSORS AND ...  
... ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON UTILITY ...  
... EASEMENTS, EASEMENTS OF DRAINAGE, AND INGRESS AND EGRESS ...  
... ADDITIONAL LANDS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF ...  
... SECTION 23, PERRY TOWNSHIP MARION COUNTY, INDIANA.

3.3 USE OF COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A ...  
... NON-EXCLUSIVE COMMON RIGHT AND EASEMENT OF ENJOYMENT AND INGRESS ...  
... AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLAT ...  
... WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO ...  
... SUCH LOT, SUBJECT TO THE FOLLOWING: ...  
... (1) THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEPS AS ARE ...  
... REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES ...  
... AGAINST FORECLOSURE; ...  
... (2) ALL PROVISIONS OF THIS DECLARATION, THE PLAT, AND THE ...  
... ARTICLES AND BY-LAWS OF THE ASSOCIATION; ...  
... (3) RULES AND REGULATIONS GOVERNING THE USE AND ENJOYMENT ...  
... OF THE COMMON AREAS ADOPTED BY THE ASSOCIATION; ...  
... (4) RESTRICTIONS CONTAINED ON THE PLAT OF ALL OR ANY PART ...  
... OF THE COMMON AREAS OR FILED SEPARATELY WITH RESPECT TO ALL OR ...  
... ANY PART OR PARTS OF THE PROPERTY; ...  
... (5) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES ...  
... AND DRAINAGE FACILITIES AS SHOWN ON THE PLAT; AND ...  
... (6) A RESERVATION HEREBY PERPETUALLY RESERVED TO DEVELOPER, ...  
... ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO USE AND ENJOY THE SAME ...  
... NON-EXCLUSIVE EASEMENTS, FOR THE BENEFIT OF ADDITIONAL LANDS ...  
... OWNED AND TO BE OWNED BY DEVELOPER LOCATED IN SECTION 23 PERRY ...  
... TOWNSHIP, MARION COUNTY, INDIANA.

3.4 RIGHTS TO COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE NOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR ON ANY DATE TO PERFORM SUCH MAINTENANCE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL DEVELOPER, OR ANY OWNER OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

ARTICLE FOUR: ARCHITECTURAL CONTROL

4.1 NECESSITY OF ARCHITECTURAL REVIEW & APPROVAL. NO IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, SHALL BE COMMENCED, ERRECTED, PLACED OR MAINTAINED UPON ANY LOT. NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF BE MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WRITING BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY AND AS TO CONFORMANCE WITH THE ARCHITECTURAL PLANNING CRITERIA AS SET FORTH HEREIN.

4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESE ARCHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATED PURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT; THAT THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLAN; AND, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BE MAINTAINED.

4.3 ARCHITECTURAL CONTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSER NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER MAY REINDUCE THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY TIME THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE OR MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST ONE ARCHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY AT LEAST (1) SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB, OR OTHER TERMINATION OF SERVICE OR ANY MEMBER THEREOF, SHALL BE FILED BY THE BOARD OF DIRECTORS; EXCEPT THAT DEVELOPER, IN THE EXCLUSION OF THE BOARD, SHALL FILL ANY VACANCY CREATED BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

4.4 POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THEREOF, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY LOT IN THE SUBDIVISION, AND TO MODIFICATIONS OR ALTERATIONS THEREIN OR THEREOF. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY "INCLUDING, FENCE, WELL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL NOT BE EFFECTIVE UNTIL ADOPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY CALLED AND NOTICED AND AT WHICH A QUORUM IS PRESENT AND VOTING. NOTICE OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA, INCLUDING A VERBATIM COPY OF SUCH CHANGE OR MODIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE ASSOCIATION; PROVIDED THAT, THE DELIVERY TO EACH MEMBER OF THE ASSOCIATION OF NOTICE AND A COPY OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL NOT CONSTITUTE A CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CHANGE OR MODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE FEES FOR PROCESSING REQUESTS FOR ARB APPROVAL OF PROPOSED IMPROVEMENTS. SUCH FEES, IF ANY, SHALL BE PAYABLE TO THE ASSOCIATION, IN CASH, AT THE TIME THAT PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE ARB.

4.5 ARCHITECTURAL PLANNING CRITERIA

(A) BUILDING TYPE. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED, SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2) NOR MORE THAN THREE (3) CARS. NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND FIVE HUNDRED (1,500) SQUARE FEET. NO TWO STORY DWELLING LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN TWO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT.

(B) LAYOUT. NO FOUNDATION SHALL BE CONSTRUCTION COMMENCED FOR THE BUILDING UNLESS THE LAYOUT FOR THE BUILDING IS UNNECESSARILY DISTURBED AND THE PURPOSE OF THIS APPROVAL IS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIOR. APPROVAL OF ALL EXTERIOR COLOR TO THE ARB A COLOR PLAN SHOWING WALLS, SHUTTERS, TRIMS, ETC. TO WHICH THE COLOR PLAN IS C SURROUNDING AREAS AND THE EXTERIOR AT THE NATURAL COLOR SCHEME. THE ARB SHALL HAVE FINAL APPROVAL OF UNLESS SPECIFICALLY AUTHORIZED BY A MASONRY EXTERIOR EXCEPT THE SECOND STORY OF A TWO-STORY SIDING SHALL BE PERMITTED.

(D) ROOF. A FLAT ROOF APPROVED BY THE ARB. SUCH A PERMITTED ARE PORCHES AND PARTS OR THE ENTIRE MAIN BODY OF THE SHALL HAVE DISCRETION TO APPROVE BODY OF THE BUILDING, PARTICULAR DESIGN. NO BUILT-UP ROOFS SHALL OF ALL PITCHED ROOFS SHALL BE T ASPHALT OR FIREGLASS SHINGLE.

(E) GARAGES. IN ADDITION PARAPH "A" HEREIN, ALL GARAGE TWENTY-TWO (22) FEET FOR A TWO-CAR FOR A THREE-CAR GARAGE; MEANS GARAGE. ALL GARAGES MUST HAVE A MINIMUM DOOR WIDTH OF SIXTEE FOOT DOORS FOR A TWO-CAR GARAGE INDIVIDUAL OVERHEAD DOORS, EACH WIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAYS. ALL DWELT LEAST SIXTEEN (16) FEET IN WIDTH WHICH SHALL BE PAVED WITH ASPHALT AND PERMANENT MATERIAL APPROVED.

(G) DWELLING QUALITY. THE ALL EXTERIOR BUILDING MATERIALS. BLOCK SHALL NOT BE PERMITTED ON DETACHED STRUCTURE UNLESS PRIOR TO THE ARB. THE ARB SHALL DISCOUNT THE FACADES AND ENCOURAGE THE USE OF FOUR OR FIVE-INCH BLOCK, 570 COMBINATION OF THE FOREGOING.

(H) SIGNS. NO SIGN OF PUBLIC VIEW ON ANY LOT EXCEPT: MORE THAN ONE SQUARE FOOT; (2) SQUARE FEET ADVERTISING THE PR ONE SIGN OF NOT MORE THAN TEN ADVERTISE THE PROPERTY DURING THE

(I) PLAY STRUCTURES. ALL OTHER FIXED GAMES AND PLAY STRUCTURE OF THE DWELLING, OR PLAY WITHIN THE SETBACK LINES. NO PL STRUCTURE OF A SIMILAR KIND OR PART OF A LOT LOCATED IN FRONT O CONSTRUCTED THEREON, AND ANY APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE OF ANY FENCE OR WALL TO BE CO SUBJECT TO THE APPROVAL OF THE COMPOSITION OF ANY FENCE OR MATERIAL USED IN THE SURROUNDING

(K) LANDSCAPING. SEEDING REQUIRED IN THE FRONT, SIDE AND REAR OF THE ARB IN THE APPROVAL OF TO PRESERVE ALL EXISTING TREES WITH

(L) SWIMMING POOLS AND TENNIS COURT TO BE CONSTRUCTED ON REQUIRMENTS OF THE ARB, WHICH TESTED AND ACCEPTED BY THE IN (2) THE OUTSIDE EDGE OF ANY FOUR (4) FEET TO A LINE EXTENDED OF THE DWELLING; (3) NO SCREENING A LINE EXTENDED AND ALIGNED WITH UNLESS APPROVED BY THE ARB; (4) VISIBLE FROM THE STREET IN FRONT AND CONSTRUCTION OF TENNIS OR BAY BY ARB; (6) ANY LIGHTING OF A V SHALL BE DESIGNED SO AS TO BUFFERE THE LIGHTING; AND, (7) NO ABOVE

(M) GARBAGE AND TRASH CONTAINERS AND, EXCEPT DURING PL THE CURB, ALL CONTAINERS SHALL B THE ARB SHALL REQUIRE TO BE CONS

(N) TEMPORARY STRUCTURES. CHARACTER, TRAILER, BASEMENT, YEN OUT BUILDING SHALL BE USED ON EITHER TEMPORARILY OR PERMANENTLY USED AS A SALES OFFICE DURING THE OR OTHER DEVELOPMENTS BY DEVELOPER

(O) REMOVAL OF TREES. IN F SHALL TAKE INTO ACCOUNT THE NATU AND SHRUBS AND ENCOURAGE THE OW LANDSCAPING PLAN. NO TREES OF TW (1) FOOT ABOVE NATURAL GRADE SH APPROVAL OF THE ARB, WHICH AP REMOVAL IS NECESSARY FOR THE CON IMPROVEMENT.

(P) WINDOW AIR CONDITIONING CONDITIONING UNITS SHALL BE PERMAN

(Q) SIGHT DISTANCE AT INTER OR SHRUB PLANTING WHICH OBSTRU BETWEEN TWO (2) AND SIX (6) FEET PLACED OR PERMITTED TO REMAIN TRIANGULAR AREA FORMED BY THE S CONNECTING THEM AT POINTS TWICE INTERSECTION OF THE STREET LINE PHOENIX CORNER, FROM THE INTERS WITH THE EDGE OF A DRIVEWAY OR AL PERMITTED TO REMAIN SUCH DISTANC THE FOLIAGE LINE IS MAINTAINED A OBSTRUCTION OF SUCH SIGHT-LINES.

(R) UTILITY CONNECTIONS. UTILITIES, INCLUDING, BUT NOT L TELEPHONE AND TELEVISION SHALL BE CONNECTING POINT TO THE BUILDING ACCEPTABLE TO THE GOVERNING UTIL

(S) BUILDING SET-BACKS. BU TWENTY-FIVE (25) FEET IN FRONT, TEN AND TEN (10) FEET ON THE SIDES, T TO HAVE TWO FRONTS AND ONE SIDE. THE BASE OF THE DWELLING. THE ARB N THE FRONT AND REAR SET-BACKS. T

RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

**4.4. POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:**

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, FENCE, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THEREOF, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY ACQUIRED BY A DECISION OF THE ARB SHALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY FENCE, WALL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL NOT BE EFFECTIVE UNTIL A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY CALLED AND NOTICED AND AT WHICH A QUORUM IS PRESENT AND VOTING, NOTICE OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA, INCLUDING A VERBATIM COPY OF SUCH CHANGE OR MODIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE ASSOCIATION; PROVIDED THAT, THE DELIVERY TO EACH MEMBER OF THE ASSOCIATION OF NOTICE AND A COPY OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL NOT CONSTITUTE A CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CHANGE OR MODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE FEES FOR PROCESSING REQUESTS FOR ARB APPROVAL OF PROPOSED IMPROVEMENTS. SUCH FEES, IF ANY, SHALL BE PAYABLE TO THE ASSOCIATION, IN CASH, AT THE TIME THAT PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE ARB.

**4.5. ARCHITECTURAL PLANNING CRITERIA**

(A) BUILDING TYP. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DESIGNATED SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2) NOR MORE THAN THREE (3) CARS. NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN TWO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT, UNLESS APPROVED BY THE ARB AS TO USE, LOCATION AND ARCHITECTURAL DESIGN, NO GARAGE, TOOL OR STORAGE ROOM MAY BE CONSTRUCTED SEPARATE AND APART FROM THE RESIDENTIAL DWELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED PRIOR TO CONSTRUCTION OF THE MAIN RESIDENCE DWELLING.

PART OF A LOT LOCATED IN FRONT OF THE MAIN RESIDENCE DWELLING, AND AN APPROVAL OF THE ARB.

**(J) FENCES AND WALLS.**

OF ANY FENCE OR WALL TO BE SUBJECT TO THE APPROVAL OF THE COMPOSITION OF ANY FENCE OR MATERIAL USED IN THE SURROUNDING AREA.

**(K) LANDSCAPING, SEEDING**

REQUIRED IN THE FRONT, SIDE AND REAR OF THE ARB IN THE APPROVAL OF TO PRESERVE ALL EXISTING TREES

**(L) SWIMMING POOLS AND TENNIS COURT TO BE CONSTRUCTED**

REQUIREMENTS OF THE ARB, WHICH THE FOLLOWING: (1) COMPOSITION TESTED AND ACCEPTED BY THE

**(2) THE OUTSIDE EDGE OF ANY**

FOUR (4) FEET TO A LINE EXTENDING FROM THE FRONT, SIDE AND REAR OF THE DWELLING; (3) NO SCREENING OR FENCING SHALL BE REQUIRED UNLESS APPROVED BY THE ARB; AND CONSTRUCTION OF TENNIS OR BY ARB; (6) ANY LIGHTING OF THE LIGHTING; AND, (7) NO BUFFER ZONE SHALL BE REQUIRED.

**(M) GARBAGE AND TRASH CONTAINERS**

ALL TRASH, GARBAGE AND OTHER CONTAINERS AND, EXCEPT DURING THE CURB, ALL CONTAINERS SHALL BE MAINTAINED AS A DUMPING GROUND

**(N) TEMPORARY STRUCTURE**

CHARACTER, TRAILER, BASEMENT, OR OUT BUILDING SHALL BE USED ON A LOT EITHER TEMPORARILY OR PERMANENTLY USED AS A SALES OFFICE DURING THE CONSTRUCTION OF THE DEVELOPMENT.

**(O) REMOVAL OF TREES.**

SHALL TAKE INTO ACCOUNT THE NATURAL CHARACTER AND ENCOURAGE THE PLANTING OF TREES AND SHRUBS AND LANDSCAPING PLAN. NO TREES OR SHRUBS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARB, WHICH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF THE DEVELOPMENT.

**(P) WINDOW AIR CONDITIONING**

CONDITIONING UNITS SHALL BE PERMITTED TO BE INSTALLED ON THE EXTERIOR OF THE BUILDING OR SHROUD PLANTING WHICH OBSTRUCTS THE VIEW FROM THE STREET OR BETWEEN TWO (2) AND SIX (6) FEET FROM THE STREET OR BETWEEN TWO (2) AND SIX (6) FEET FROM THE TRIANGULAR AREA FORMED BY THE CONNECTION OF THE STREET LINE AND THE PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINE WITH THE EDGE OF A DRIVEWAY OR PERMITTED TO REMAIN SUCH DISTANCE FROM THE FOLIAGE LINE IS MAINTAINED AS TO NOT OBSTRUCT THE VIEW FROM THE STREET.

**(R) UTILITY CONNECTIONS**

UTILITIES, INCLUDING, BUT NOT LIMITED TO, TELEPHONE AND TELEVISION SHALL BE CONNECTED TO THE BUILDING AT A POINT ACCEPTABLE TO THE GOVERNING UTILITY COMPANY.

**(S) BUILDING SET-BACKS.**

THIRTY-FIVE (35) FEET IN FRONT, TENNY-FIVE (5) FEET ON THE SIDES, AND TEN (10) FEET ON THE REAR. THE FRONT AND REAR SET-BACKS SHALL BE PLACED OR ERRECTED IN THE MANNER TO THE EXTERIOR OF ANY THE WRITTEN APPROVAL OF THE ARB.

**(U) ARB REPORTS.**

THE WRITTEN APPROVAL OF THE ARB REQUIRED IN THE FOREGOING SHALL BE DELIVERED IN WRITING TO THE ASSOCIATION AND TO THE LOT OWNER AT THE TIME THE ARB FAILS TO APPROVE SPECIFICATIONS WITHIN THIRTY (30) DAYS OF THE DATE OF THE WRITTEN APPROVAL OF THE ARB. IN ANY EVENT, IF NO SUIT TO COMPLETED PRIOR TO THE COMPLETION OF THE PROJECT, THE WRITTEN APPROVAL OF THE ARB REQUIRED AND THE RELATED CRITERIA SHALL BE FULLY COMPLIED WITH.

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(B) LAYOUT. NO FOUNDATION FOR A BUILDING SHALL BE POURED, NOR SHALL CONSTRUCTION COMMENCE IN ANY MANNER OR RESPECT, UNTIL THE LAYOUT FOR THE BUILDING IS APPROVED BY THE ARB. IT IS THE PURPOSE OF THIS APPROVAL TO ASSURE THAT NO TREES ARE UNNECESSARILY DISTURBED AND THAT THE HOME IS PLACED ON THE LOT IN ITS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIORS. THE ARB SHALL HAVE THE FINAL APPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OWNER MUST SUBMIT TO THE ARB A COLOR PLAN SHOWING THE COLOR OF THE ROOF, EXTERIOR WALLS, SHUTTERS, TRIMS, ETC. THE ARB SHALL CONSIDER THE EXTENT TO WHICH THE COLOR PLAN IS CONSISTENT WITH THE HOMES IN THE SURROUNDING AREAS AND THE EXTENT TO WHICH THE COLOR PLAN CONFORMS WITH THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. UNLESS SPECIFICALLY AUTHORIZED BY THE ARB, ALL DWELLINGS SHALL HAVE A MASONRY EXTERIOR EXCEPT FOR GABLES, PORCHES, GARAGES AND THE SECOND STORY OF A TWO-STORY DWELLING. NO VINYL OR ALUMINUM SIDING SHALL BE PERMITTED.

(D) ROOF. A FLAT ROOF SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ARB. SUCH AREAS WHERE FLAT ROOFS MAY BE PERMITTED ARE PORCHES AND PATIOS. THERE SHALL BE NO FLAT ROOFS ON THE ENTIRE MAIN BODY OF THE BUILDING; PROVIDED THAT, THE ARB SHALL HAVE DISCRETION TO APPROVE SUCH ROOFS ON PART OF THE MAIN BODY OF THE BUILDING, PARTICULARLY IF MODERN OR CONTEMPORARY IN DESIGN. NO BUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION OF ALL PITCHED ROOFS SHALL BE TILE, CEDAR SHAKE SHINGLE, SLATE ASPHALT OR FIBERGLASS SHINGLE, OR OTHER COMPOSITION APPROVED BY THE ARB.

(E) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGRAPH "A" HEREIN, ALL GARAGES SHALL HAVE A MINIMUM WIDTH OF TWENTY-FOUR (24) FEET FOR A TWO-CAR GARAGE OR THIRTY-TWO (32) FEET FOR A THREE-CAR GARAGE; MEASURED FROM INSIDE WALLS OF THE GARAGE. ALL GARAGES MUST HAVE EITHER A SINGLE OVERHEAD DOOR WITH A MINIMUM DOOR WIDTH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) FOOT DOORS FOR A TWO-CAR GARAGE, OR TWO (2) OR THREE (3) INDIVIDUAL OVERHEAD DOORS, EACH A MINIMUM OF EIGHT (8) FEET IN WIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAYS. ALL DWELLINGS SHALL HAVE A DRIVEWAY AT LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTRANCE TO THE GARAGE WHICH SHALL BE PAVED WITH ASPHALT, CONCRETE OR SOME OTHER STABLE AND PERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. EIGHT-INCH (OR LARGER) CONCRETE BLOCK SHALL NOT BE PERMITTED ON THE EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ARB. THE ARB SHALL DISCOURAGE THE USE OF IMITATION MATERIAL FOR FACADES AND ENCOURAGE THE USE OF FRONT MATERIALS SUCH AS BRICK, FOUR OR FIVE-INCH BLOCK, STONE, WOOD, AND STUCCO, OR A COMBINATION OF THE FOREGOING.

(H) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASEBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

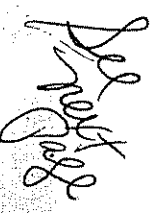
(O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.

(P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(Q) SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(R) UTILITY CONNECTIONS. BUILDING CONNECTIONS FOR ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, TELEPHONE AND TELEVISION SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE ACCEPTABLE TO THE GOVERNING UTILITY AUTHORITY.

(S) BUILDING SET-BACKS. BUILDING SET-BACKS SHALL BE TWENTY-FIVE (25) FEET IN FRONT, TWENTY-FIVE (25) FEET IN THE REAR AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE CONSIDERED TO HAVE TWO FRONTS AND ONE SIDE. ALL MEASUREMENTS SHALL BE TO THE BASE OF THE DWELLING. THE ARB MAY, AT ITS DISCRETION, REDUCE THE FRONT AND REAR SET-BACKS TO TWENTY (20) FEET WHERE APPROPRIATE.



SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(1) **PLAY STRUCTURES.** ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(2) **FENCES AND WALLS.** THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(3) **LANDSCAPING.** SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(4) **SWIMMING POOLS AND TENNIS COURTS.** ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(5) **GARBAGE AND TRASH CONTAINERS.** NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(6) **TEMPORARY STRUCTURES.** NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

(7) **REMOVAL OF TREES.** IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.

(8) **WINDOW AIR CONDITIONING UNITS.** NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(9) **SIGHT DISTANCE AT INTERSECTIONS.** NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(10) **UTILITY CONNECTIONS.** BUILDING CONNECTIONS FOR ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, TELEPHONE AND TELEVISION SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE ACCEPTABLE TO THE GOVERNING UTILITY AUTHORITY.

(11) **BUILDING SET-BACKS.** BUILDING SET-BACKS SHALL BE TWENTY-FIVE (25) FEET IN FRONT, TWENTY-FIVE FEET (25) IN THE REAR AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE CONSIDERED TO HAVE TWO FRONTS AND ONE SIDE. ALL MEASUREMENTS SHALL BE TO THE BASE OF THE DWELLING. THE ARB MAY, AT ITS DISCRETION, REDUCE THE FRONT AND REAR SET-BACKS TO TWENTY (20) FEET WHERE APPROPRIATE. (12) ANTENNAE, NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERRECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARB.

(13) **ARB REPORTS.** THE ARB'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THE FOREGOING ARCHITECTURAL PLANNING CRITERIA SHALL BE DELIVERED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND TO THE LOT OWNER SUBMITTING THE SAME. IN THE EVENT THE ARB FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS OR SUBMISSION THEREOF, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED CRITERIA SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.



ARTICLE FIVE: THE HOMEOWNER'S ASSOCIATION

5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCORPORATED ASSOCIATION UNDER THE INDIANA NON-FOR-PROFIT CORPORATION ACT AND SHALL BE GOVERNED IN ACCORDANCE WITH SAID ACT AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.

5.2 MEMBERSHIP & VOTING. EVERY PERSON OR ENTITY WHO IS A RECORD FEE SIMPLE OWNER OF A LOT, INCLUDING THE DEVELOPER, AT ALL TIMES SO LONG AS IT OWNS ALL OR ANY PART OF THE PROPERTY SUBJECT TO THIS DECLARATION, SHALL BE A MEMBER OF THE ASSOCIATION PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST ONLY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER. MEMBERSHIP SHALL BE APPURTENANT TO, AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT. THE ASSOCIATION SHALL HAVE SUCH CLASSES OF MEMBERSHIP, WHICH CLASSES SHALL HAVE SUCH VOTING RIGHTS, AS ARE SET FORTH IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

ARTICLE SIX: MAINTENANCE ASSESSMENTS

6.1 LIEN AND PERSONAL OBLIGATION FOR ASSESSMENT. THE DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HEREBY COVENANTS AND EACH OWNER OF ANY LOT (BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE) INCLUDING ANY PURCHASES AT A JUDICIAL SALE, SHALL HEREAFTER BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY ANNUAL ASSESSMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS; SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HEREAFTER PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH INTEREST THEREON FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREOF (INCLUDING REASONABLE ATTORNEYS' FEES), SHALL BE CHARGED ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT(S) AGAINST WHICH SUCH ASSESSMENT IS MADE, AND SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR BY ABANDONMENT, OR OTHERWISE.

6.2 PURPOSE, AMOUNT AND COMPUTATION OF ASSESSMENT. EXCEPT AS HEREAFTER PROVIDED, THE ANNUAL ASSESSMENT, EXCLUDING ANY SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN NO EVENT EXCEED \$100.00 PER LOT, PER ANNUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BOARD") SHALL FIX THE ASSESSMENTS, WHICH SHALL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED FINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE DISPOSITIVE. BY THE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE BOARD, THE MAXIMUM AMOUNTS OF THE ASSESSMENTS MAY BE INCREASED OR DECREASED FROM THE AMOUNT HEREBY SET FORTH. ALL REGULAR AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS FOR WHICH PROVISION IS HEREIN MADE SHALL COMMENCE ON THE FIRST DAY OF THE MONTH, OR AS FIXED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, TO BE THE DATE OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR. THE DUE DATE OF ANY ASSESSMENT SHALL BE FIXED BY THE RESOLUTION AUTHORIZING SUCH ASSESSMENT AND ANY SUCH ASSESSMENT SHALL BE PAYABLE IN ADVANCE IN MONTHLY, QUARTERLY, SEMI-ANNUAL, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) IMPROVEMENT, MAINTENANCE AND REPAIR OF THE COMMON AREAS;

- (2) UTILITIES FOR THE COMMON AREAS;
- (3) MAINTENANCE AND REPAIR OF ALL STORM DRAIN, SANITARY SEWERS, AND EASEMENTS SHOWN ON THE PLAT AND MAINTENANCE AND REPAIR OF DRAINAGE EASEMENTS AND WATER RETENTION EASEMENTS SHOWN ON THE PLAT.
- (4) FIRE INSURANCE COVERING THE FULL INSURABLE REPLACEMENT VALUE OF THE COMMON AREAS WITH EXTENDED COVERAGE;
- (5) LIABILITY INSURANCE INSURING THE ASSOCIATION AGAINST ANY AND ALL LIABILITY TO THE PUBLIC, TO ANY OWNER, OR TO THE INVITEES, OR TENANTS OF ANY OWNER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE COMMON AREA. THE POLICY LIMITS SHALL BE SET BY THE ASSOCIATION, AND SHALL BE REVIEWED AT LEAST ANNUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION;
- (6) WORKMEN'S COMPENSATION INSURANCE TO THE EXTENT NECESSARY TO COMPLY WITH THE INDIANA STATUTES, AND ANY OTHER INSURANCE DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION;
- (7) ACQUISITION OF FURNISHINGS AND EQUIPMENT FOR THE COMMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,
- (8) ANY OTHER MATERIALS, SUPPLIES, EQUIPMENT, LABOR, MANAGEMENT, SUPERVISION, SERVICES, PERSONNEL, REPAIRS, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENTS WHICH THE ASSOCIATION IS REQUIRED TO SECURE OR PAY PURSUANT TO THE TERMS OF THIS DECLARATION, OR BY LAW, OR WHICH SHALL BE NECESSARY OR PROPER IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION FOR THE OPERATION OF THE COMMON AREAS, FOR THE BENEFIT OF THE LOT OWNERS, OR FOR THE ENFORCEMENT OF THESE RESTRICTIONS.

6.3 SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND REPAIRS. IN ADDITION TO THE ANNUAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY. FOR THE PURPOSE OF DERRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RE-CONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT AS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THEREON, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE APPROVAL OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE. A 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.

6.4 NON-PAYMENT OF ASSESSMENT. IF ANY ASSESSMENT IS NOT PAID ON THE DATE WHEN DUE, SUCH ASSESSMENT SHALL THEN BECOME DELINQUENT AND SHALL, TOGETHER WITH INTEREST THEREON, AND THE COST OF COLLECTION THEREOF, BECOME A CONTINUING LIEN ON THE LOT AGAINST WHICH SUCH ASSESSMENT IS MADE THAT SHALL BIND SUCH LOT IN THE HANDS OF THE OWNER, HIS HEIRS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNS, AND SHALL ALSO BE A CONTINUING PERSONAL OBLIGATION OF THE OWNER AGAINST WHOM THE ASSESSMENT IS LEVIED.

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6.5 ADDITION TO THIS DECLARATION OF THE NECESSARY ROOF REPAIR BUILDING PROVIDED, BE GIVEN UP AND/OR ASSESSED PERFORMED ASSOCIATION APARTMENT BE APPROPRIATE ASSESSMENT THE APPLICABLE NOT BE COLLECTED AND THE PAYABLE TO OTHER ASSOCIATION MORTGAGE PERFORMANCE ASSOCIATION SHALL HAVE ENTER UPON RESPONSIBILITY

6.6 WHICH PRO THIS DECLARATION MORTGAGE SAVINGS AND SUCH SUBORDINATE BECOME DUE PURSUANT TO IN LIEU OF TRANSFER OF LOT FROM NOR FROM OPINION OF IS SUBORDINATE OF SUBORDINATE

6.7 DIRECTORS AND THE ASSESSMENT PERIOD AND ASSESSMENT OFFICE OF OWNER. OWNER SUBORDINATE THE DATE OF DEMAND, LIABLE FOR OFFICER ASSESSMENT EVIDENCE PAID.

7.1 DEVELOPER INTEREST BEEN CONSIDERED THE OWNER TO DEVELOP PURCHASE

7.2 MAKE A BOARD GIVE TO FULLY EXTENDED NOTICE AND WAIVE EXISTENCE TO ELECTORS TO DELIVER FOLLOWING PAYMENT SALE SHALL MAKING OF

7.3 WAIVE ITS RIGHT CONTRACT, EXECUTED TO THE PUBLIC RE

7.4 TO OR SAVING OWNINGS SO WHETHER ITS SUCCESSOR SHALL SO ACQUIR BY DEVELOPMENT ADVERTISING LAW, SUCH AS JUDICIAL

7.5 INTEREST BEEN CONSIDERED DEVELOPER

8.1 AND RESTORATION, THE DEVELOPER SUBJECT REPRESENT TWENTY-TWO YEARS UNTERMINATE

6.5 SPECIAL ASSESSMENTS FOR EXTERIOR MAINTENANCE. IN ADDITION TO MAINTENANCE UPON THE COMMON AREAS, THE ASSOCIATION MAY PROVIDE UPON ANY LOT REQUIRING SAME, WHEN NECESSARY IN THE OPINION OF THE BOARD, TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD, MAINTENANCE, INCLUDING PAINTS, REPAIR, ROOF REPAIR AND REPLACEMENT, GUTTERS, DOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YARD CLEAN-UP AND/OR MAINTENANCE; PROVIDED, HOWEVER, THAT TEN (10) DAYS WRITTEN NOTICE MUST FIRST BE GIVEN TO THE OWNER OF ANY SUCH LOT OF THE NEED OF SUCH CLEAN-UP AND/OR MAINTENANCE. THE COST OF SUCH MAINTENANCE SHALL BE ASSESSED AGAINST THE LOT UPON WHICH SUCH MAINTENANCE IS PERFORMED, OR, IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, BENEFITING FROM SAME. THE ASSESSMENT SHALL BE APPORTIONED AMONG THE LOTS INVOLVED IN THE MANNER DETERMINED TO BE APPROPRIATE BY THE BOARD. IF NO ALLOCATION IS MADE, THE ASSESSMENT SHALL BE UNIFORMLY ASSESSED AGAINST ALL OF THE LOTS IN THE AFFECTED AREA. THE EXTERIOR MAINTENANCE ASSESSMENTS SHALL NOT BE CONSIDERED A PART OF THE ANNUAL OR SPECIAL ASSESSMENTS. ANY EXTERIOR MAINTENANCE ASSESSMENT SHALL BE A LIEN ON THE LOT AND THE PERSONAL OBLIGATION OF THE OWNER AND SHALL BECOME DUE AND PAYABLE IN ALL RESPECTS, TOGETHER WITH INTEREST, REASONABLE ATTORNEY'S FEES, AND COSTS OF COLLECTION, AS PROVIDED FOR THE OTHER ASSESSMENTS OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO MORTGAGE LIENS AS PROVIDED BY HEREIN. FOR THE PURPOSE OF PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION, THROUGH ITS DULY AUTHORIZED AGENTS OR EMPLOYEES, SHALL HAVE THE RIGHT, AFTER REASONABLE NOTICE TO THE OWNER, TO ENTER UPON ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON AT REASONABLE HOURS ANY DAY EXCEPT SUNDAY.

6.6 SUBORDINATION OF LIEN. THE LIEN OF THE ASSESSMENT FOR WHICH PROVISION IS HEREIN MADE AS WELL AS IN ANY OTHER SECTION OF THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE TO A BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION, OR REAL ESTATE INVESTMENT TRUST. SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECREE OF FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE OF SUCH MORTGAGE. NO SUCH SALE OR TRANSFER OR PROCEEDING IN LIEU OF FORECLOSURE SHALL RELIEVE ANY LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE, NOR FROM THE LIEN OF ANY SUBSEQUENT ASSESSMENT. THE WRITTEN OPINION OF EITHER THE DEVELOPER OR THE ASSOCIATION THAT THE LIEN IS SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION OF SUBORDINATION.

6.7 DUTIES OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL FIX THE DATE OF COMMENCEMENT, AND THE AMOUNT OF THE ASSESSMENT AGAINST EACH LOT FOR EACH ASSESSMENT, AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH DATE OR PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OPEN TO INSPECTION BY THE OWNER. WRITTEN NOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO NOT LATER THAN SEVEN (7) DAYS AFTER FIXING THE DATE OF COMMENCEMENT THEREOF. THE ASSOCIATION SHALL, ON DEMAND, AND FOR A REASONABLE CHARGE, PURNISH 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. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID.

ARTICLE SEVEN: TRANSFERS OF UNIMPROVED LOTS

7.1 DEVELOPER'S RIGHT OF FIRST REFUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SINGLE FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED SHALL BE SOLD OR TRANSFERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITING, ITS RIGHT TO PURCHASE SAID LOT.

7.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A BONA FIDE SALE OF HIS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE "PROPOSED CONTRACT"), WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE AND INFORMATION, DEVELOPER SHALL EITHER EXERCISE, OR WAIVE EXERCISE OF, ITS RIGHT OF FIRST REFUSAL, OR DEVELOPER ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL, IT SHALL, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, DELIVER TO OWNER AN AGREEMENT TO PURCHASE THE LOT UPON THE FOLLOWING TERMS: (1) THE PRICE TO BE PAID, AND THE TERMS OF PAYMENT SHALL BE THAT STATED IN THE PROPOSED CONTRACT. (2) THE SALE SHALL BE CLOSED WITHIN THIRTY (30) DAYS AFTER THE DELIVERY OR MAKING OF THE DEVELOPER'S AGREEMENT TO PURCHASE.

7.3 CERTIFICATE OF WAIVER. IF DEVELOPER SHALL ELECT TO WAIVE ITS RIGHT OF FIRST REFUSAL, OR SHALL FAIL TO EXERCISE SAID RIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PROPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, INDIANA.

7.4 EXCEPTIONS. THIS SECTION SHALL NOT APPLY TO A TRANSFER TO OR SALE BY ANY BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF OWNING A MORTGAGE UPON THE LOT CONCERNED, AND THIS SHALL BE SO WHETHER THE TITLE IS ACQUIRED BY DEED FROM THE MORTGAGOR OR ITS SUCCESSORS IN TITLE OR THROUGH FORECLOSURE PROCEEDINGS, NOR SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH SO ACQUIRES TITLE, NEITHER SHALL THIS SECTION REQUIRE THE WAIVER BY DEVELOPER AS TO ANY TRANSFER OF TITLE TO A LOT AT A DULY ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY LAW, SUCH AS BUT NOT LIMITED TO EXECUTION SALE, FORECLOSURE SALE, JUDICIAL SALE OR TAX SALE.

7.5 UNAUTHORIZED TRANSACTION. ANY SALE OF A LOT, OR ANY INTEREST THEREIN, UPON WHICH A SINGLE-FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED, WITHOUT NOTICE TO DEVELOPER AND WAIVER OF DEVELOPER'S RIGHT OF FIRST REFUSAL AS AFORESAID, SHALL BE VOID.

ARTICLE EIGHT: GENERAL PROVISIONS.

8.1 DURATION OF COVENANTS AND RESTRICTIONS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DEVELOPER. THE ASSOCIATION OR THE OWNER OF ANY PROPERTY SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE THEN OWNERS OF TWO-THIRDS (2/3) OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE OR TERMINATE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

**8.2 REMEDIES FOR VIOLATIONS.** VIOLATION OR BREACH OF ANY CONDITION, COVENANT OR RESTRICTION HEREIN CONTAINED SHALL GIVE THE DEVELOPER, THE ASSOCIATION, THE OWNER(S) OR THE METROPOLITAN DEVELOPMENT COMMISSION, IN ADDITION TO ALL OTHER REMEDIES, THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL A COMPLIANCE WITH THE TERMS OF SAID CONDITIONS, COVENANTS OR RESTRICTIONS, AND TO PREVENT THE VIOLATION OR BREACH OF ANY OF THEM, AND THE EXPENSE OF SUCH LITIGATION SHALL BE BORNE BY THE THEN OWNER OR OWNERS OF THE SUBJECT PROPERTY, PROVIDED SUCH PROCEEDING RESULTS IN A FINDING THAT SUCH OWNER WAS IN VIOLATION OF SAID COVENANTS OR RESTRICTIONS. EXPENSES OF LITIGATION SHALL INCLUDE REASONABLE ATTORNEYS' FEES INCURRED BY DEVELOPER AND/OR THE ASSOCIATION IN SEEKING SUCH ENFORCEMENT. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED ON THE PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION, PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 58-40-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THE PLAT BY THE PLAT COMMITTEE.

**8.3 AMENDMENT.** THIS DECLARATION MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY AFFECTED BY THIS DECLARATION, OR AMENDMENT THERETO, OR APPOINTS A DIRECTOR OF THE ASSOCIATION, NO AMENDMENT WILL BE EFFECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDER AND CONSENT.

**8.4 CONSTRUCTION & INTERPRETATION.** WHENEVER USED THE SINGULAR SHALL INCLUDE THE PLURAL AND SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGMENT OF COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ANY NOTICES REQUIRED TO BE SENT TO ANY MEMBER OR OWNER UNDER THE PROVISIONS OF THIS DECLARATION SHALL BE DEEMED TO HAVE BEEN PROPERLY SENT WHEN MAILED, POSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF THE PERSON WHO APPEARS AS MEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH MAILING.

**8.5 DEFINITIONS.** THE FOLLOWING WORDS, WHEN USED IN THIS DECLARATION (UNLESS THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE FOLLOWING MEANINGS:

**"ASSOCIATION"** SHALL MEAN AND REFER TO THE SOUTHCREEK HOMEOWNERS' ASSOCIATION, INC., AN INDIANA CORPORATION NOT FOR PROFIT.

**"COMMON AREA"** SHALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS FOR THE NON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON THE PLAT. THE COMMON AREAS TO BE CONVEYED BY DEVELOPER ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

**"DEVELOPER"** SHALL MEAN THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, IF ANY SUCH SUCCESSOR OR ASSIGNEE ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION FROM THE DEVELOPER FOR THE PURPOSE OF DEVELOPMENT.

**"LOT"** SHALL MEAN AND REFER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION, TOGETHER WITH ANY AND ALL IMPROVEMENTS THEREON SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION, REFERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR NOT ONE HAS BEEN CONSTRUCTED.

**"MAINTENANCE"** SHALL MEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLUDING ANY BUILDINGS, EASEMENTS OF INGRESS AND EGRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UTILITY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IMPROVEMENTS AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION.

**"OWNER"** SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEASIBLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLERS, BUY NOT INCLUDING CONTRACT PURCHASERS.

**"MEMBER"** SHALL MEAN EVERY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

**"SUBDIVISION"** SHALL MEAN AND REFER TO "SOUTHCREEK, SECTION 11" AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, AND SHALL INCLUDE THE REAL PROPERTY DESCRIBED IN THE PLAT.

**"THE METROPOLITAN DEVELOPMENT COMMISSION"** SHALL MEAN AND REFER TO THE METROPOLITAN DEVELOPMENT COMMISSION OF THE CITY OF INDIANAPOLIS, INDIANA.

INCLUDE REASONABLE ATTORNEYS' FEES INCURRED. THE METROPOLITAN ASSOCIATION IN SEEKING SUCH ENFORCEMENT, SHALL HAVE NO DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED ON THE PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION. PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 58-40-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THE PLAT BY THE PLAT COMMITTEE.

8.3 AMENDMENT. THIS DECLARATION MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY AFFECTED BY THIS DECLARATION, OR AMENDMENT THERETO, OR APPOINTS A DIRECTOR OF THE ASSOCIATION, NO AMENDMENT WILL BE EFFECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDER AND CONSENT.

8.4 CONSTRUCTION & INTERPRETATION. WHENEVER USED THE SINGULAR SHALL INCLUDE THE PLURAL AND SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL NOT IN ANY MANNER AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ANY NOTICES REQUIRED TO BE SENT TO ANY MEMBER OR OWNER UNDER THE PROVISIONS OF THIS DECLARATION SHALL BE DEEMED TO HAVE BEEN PROPERLY SENT WHEN MAILED, POSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF THE PERSON WHO APPEARS AS MEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH MAILING.

8.5 DEFINITIONS. THE FOLLOWING WORDS, WHEN USED IN THIS DECLARATION, (UNLESS THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE FOLLOWING MEANINGS:

"ASSOCIATION" SHALL MEAN AND REFER TO THE SOUTHCREEK HOMEOWNERS' ASSOCIATION, INC., AN INDIANA CORPORATION NOT FOR PROFIT.

"COMMON AREA" SHALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS FOR THE NON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON THE PLAT. THE COMMON AREAS TO BE CONVERTED BY DEVELOPER ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

"DEVELOPER" SHALL MEAN THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS. IF ANY SUCH SUCCESSOR OR ASSIGNEE ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION FROM THE DEVELOPER FOR THE PURPOSE OF DEVELOPMENT.

"LOT" SHALL MEAN AND REFER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION, TOGETHER WITH ANY AND ALL IMPROVEMENTS THEREON SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION, REFERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR NOT ONE HAS BEEN CONSTRUCTED.

"MAINTENANCE" SHALL MEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLUDING ANY BUILDINGS, EASEMENTS OF INGRESS AND EGRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UTILITY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IMPROVEMENTS AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION.

"OWNER" SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEED SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLERS, BUT NOT INCLUDING CONTRACT PURCHASERS.

"MEMBER" SHALL MEAN EVERY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

"SUBDIVISION" SHALL MEAN AND REFER TO "SOUTHCREEK, SECTION II" AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, AND SHALL INCLUDE THE REAL PROPERTY DESCRIBED IN THE PLAT.

"THE METROPOLITAN DEVELOPMENT COMMISSION" SHALL MEAN AND REFER TO THE METROPOLITAN DEVELOPMENT COMMISSION OF THE CITY OF INDIANAPOLIS, INDIANA.

AN WITNESS WHEREOF, THE DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED AS OF THIS 17 DAY OF MARCH, 1987.

SOUTHCREEK DEVELOPMENT CO.

BY: Richard J. Kuster  
RICHARD J. KUSTER, JR., PRESIDENT

ATTEST: Richard J. Kuster  
RICHARD J. KUSTER, SECRETARY

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

THE FOREGOING DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHCREEK, SECTION II, WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF MARCH, 1987, BY Richard J. Kuster AND Richard J. Kuster, PRESIDENT AND SECRETARY RESPECTIVELY, OF THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE: Alice A. O'Brien  
ALICE A. O'BRIEN  
RESIDING IN MARION COUNTY  
MY COMMISSION EXPIRES:  
NOVEMBER 2, 1990

THIS INSTRUMENT WAS PREPARED BY: RICHARD J. KUSTER, ATTORNEY  
440 N. EAST STREET  
INDIANAPOLIS, INDIANA 46204  
TELEPHONE: (317) 632-3878

# SECTION THREE: COVENANTS

8.2 REMEDIES FOR VIOLATIONS. VIOLATION OR BREACH OF ANY CONDITION, COVENANT OR RESTRICTION HEREIN CONTAINED SHALL GIVE THE DEVELOPER, THE ASSOCIATION, THE OWNER(S) OR THE METROPOLITAN DEVELOPMENT COMMISSION, IN ADDITION TO ALL OTHER REMEDIES, THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL COMPLIANCE WITH THE TERMS OF SAID CONDITIONS, COVENANTS OR RESTRICTIONS, AND TO PREVENT THE VIOLATION OR BREACH OF ANY OF THEM, AND THE EXPENSE OF SUCH LITIGATION SHALL BE BORNE BY THE OTHER OWNER OR OWNERS OF THE SUBJECT PROPERTY, PROVIDED SUCH PROCEEDING RESULTS IN A FINDING THAT SUCH OWNER HAS IN VIOLATION OF SAID COVENANTS OR RESTRICTIONS. EXPENSES OF LITIGATION SHALL INCLUDE REASONABLE ATTORNEYS' FEES INCURRED BY DEVELOPER AND/OR THE ASSOCIATION IN SEEKING SUCH ENFORCEMENT. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OWNER LIMITATIONS CONTAINED ON THE PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 50-AD-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THE PLAT BY THE PLAT COMMITTEE.

8.3 AMENDMENT. THIS DECLARATION MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY AFFECTED BY THIS DECLARATION, OR AMENDMENT HERETO, OR APPLICANTS A DIRECTOR OF THE ASSOCIATION, NO AMENDMENT WILL BE EFFECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDER AND CONSENT.

8.4 CONSTRUCTION & INTERPRETATION. WHENEVER USED THE SINGULAR SHALL INCLUDE THE PLURAL AND SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ANY NOTICES REQUIRED TO BE SENT TO ANY MEMBER OR OWNER UNDER THE PROVISIONS OF THIS DECLARATION SHALL BE DEEMED TO HAVE BEEN PROPERLY SENT WHEN MAILED, POSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF THE PERSON WHO APPEARS AS MEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH MAILING.

8.5 DEFINITIONS. THE FOLLOWING WORDS, WHEN USED IN THIS DECLARATION (UNLESS THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE FOLLOWING MEANINGS:

\*ASSOCIATION\* SHALL MEAN AND REFER TO THE SOUTHCREEK HOMEOWNER'S ASSOCIATION, INC., AN INDIANA CORPORATION NOT FOR PROFIT.

\*COMMON AREA\* SHALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS FOR THE NON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON THE PLAT. THE COMMON AREAS TO BE CONVEYED BY DEVELOPER ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

\*DEVELOPER\* SHALL MEAN THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, IF ANY SUCH SUCCESSOR OR ASSIGNEE ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION FROM THE DEVELOPER FOR THE PURPOSE OF DEVELOPMENT.

\*LOT\* SHALL MEAN AND REFER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION, TOGETHER WITH ANY AND ALL IMPROVEMENTS THEREON SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION, REFERRED TO ABOVE, IN WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR NOT ONE HAS BEEN CONSTRUCTED.

\*MAINTENANCE\* SHALL MEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLUDING ANY BUILDINGS, EASEMENTS OF INGRESS AND EGRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UTILITY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IMPROVEMENTS AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION.

\*OWNER\* SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEED SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS HERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLERS, BUT NOT INCLUDING CONTACT PURCHASERS.

\*MEMBER\* SHALL MEAN EVERY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

\*SUBDIVISION\* SHALL MEAN AND REFER TO "SOUTHCREEK, SECTION 111 AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS HERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, AND SHALL INCLUDE THE REAL PROPERTY DESCRIBED IN THE PLAT.

\*THE METROPOLITAN DEVELOPMENT COMMISSION\* SHALL MEAN AND REFER TO THE METROPOLITAN DEVELOPMENT COMMISSION OF THE CITY OF INDIANAPOLIS, INDIANA.

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DIRECTORS OF THE ASSOCIATION, AGAINST EACH LOT FOR EACH AND THE AMOUNT OF THE ASSESSMENT AGAINST EACH LOT FOR EACH PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OPEN TO INSPECTION BY THE OWNER. WHETHER NOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT HERETO NOT LATER THAN SEVEN (7) DAYS AFTER FIXING THE DATE OF COMMENCEMENT THEREOF. THE ASSOCIATION SHALL, ON DEMAND, AND FOR A REASONABLE CHARGE, FURNISH TO ANY OWNER LITMATED FOR SAID ASSESSMENT A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING FORTH WHETHER SAID ASSESSMENT HAS BEEN PAID. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT UNLESS STATED TO HAVE BEEN PAID.

ARTICLE SEVEN: TRANSFERS OF UNIMPROVED LOTS

7.1 DEVELOPER'S RIGHT OF FIRST REFUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SINGLE FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED SHALL BE SOLD OR TRANSFERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITING, ITS RIGHT TO PURCHASE SAID LOT.

7.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A DONA FIDE SALE OF HIS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE "PROPOSED CONTRACT"), WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE AND INFORMATION. DEVELOPER SHALL EITHER EXERCISE, OR WAIVE EXERCISE OF, ITS RIGHT OF FIRST REFUSAL, IF DEVELOPER ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL, IT SHALL, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, DELIVER TO OWNER AN AGREEMENT TO PURCHASE THE LOT UPON THE FOLLOWING TERMS: (1) THE PRICE TO BE PAID, AND THE TERM OF PAYMENT SHALL BE THAT STATED IN THE PROPOSED CONTRACT. (2) THE SALE SHALL BE CLOSED WITHIN THIRTY (30) DAYS AFTER THE DELIVERY OR MAKING OF THE DEVELOPER'S AGREEMENT TO PURCHASE.

7.3 CERTIFICATE OF WAIVER. IF DEVELOPER SHALL ELECT TO WAIVE ITS RIGHT OF FIRST REFUSAL, OR SHALL FAIL TO EXERCISE SAID RIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PROPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF HANCOCK COUNTY, INDIANA.

7.4 EXCEPTIONS. THIS SECTION SHALL NOT APPLY TO A TRANSFER TO OR SALE BY ANY BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF WINNING A MORTGAGE UPON THE LOT CONCERNED, AND THIS SHALL BE SO WHETHER THE TITLE IS ACQUIRED BY DEED FROM THE MORTGAGOR OR ITS SUCCESSORS IN TITLE OR THROUGH FORECLOSURE PROCEEDINGS; NOR SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH SO ACQUIRES TITLE. NEITHER SHALL THIS SECTION REQUIRE THE WAIVER BY DEVELOPER AS TO ANY TRANSFER OF TITLE TO A LOT AT A PUBLIC ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY LAW, SUCH AS BUT NOT LIMITED TO EXECUTION SALE, FORECLOSURE SALE, JUDICIAL SALE OR TAX SALES.

7.5 UNADDITIONED TRANSACTIONS. ANY SALE OF A LOT, OR ANY INTEREST THEREIN, UPON WHICH A SINGLE-FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED, WITHOUT NOTICE TO DEVELOPER AND WAIVER OF DEVELOPER'S RIGHT OF FIRST REFUSAL AS AFORESAID, SHALL BE VOID.

ARTICLE EIGHT: GENERAL PROVISIONS.

8.1 DURATION OF COVENANTS AND RESTRICTIONS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DEVELOPER, THE ASSOCIATION OR THE OWNER OF ANY PROPERTY SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED. AFTER WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE THEN OWNERS OF TWO-THIRDS (2/3) OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE OR TERMINATE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

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# SOUTHCREEK - SECTION

6.5 SPECIAL ASSESSMENTS FOR EXTERIOR MAINTENANCE. IN ADDITION TO MAINTENANCE UPON THE COMMON AREAS, THE ASSOCIATION MAY PROVIDE UPON ANY LOT REQUIRING SAME, WHEN NECESSARY IN THE OPINION OF THE BOARD, TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD, MAINTENANCE, INCLUDING PAINT, REPAIR, ROOF REPAIR AND REPLACEMENT, GUTTERS, DOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YARD CLEAN-UP AND/OR MAINTENANCE; PROVIDED, HOWEVER, THAT TEN (10) DAYS WRITTEN NOTICE MUST FIRST BE GIVEN TO THE OWNER OF ANY SUCH LOT OF THE NEED OF SUCH CLEAN-UP AND/OR MAINTENANCE. THE COST OF SUCH MAINTENANCE SHALL BE ASSESSED AGAINST THE LOT UPON WHICH SUCH MAINTENANCE IS PERFORMED, OR, IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, DERIVING FROM SAME. THE ASSESSMENT SHALL BE APPROPRIATELY AMONG THE LOTS INVOLVED IN THE MANNER DETERMINED BY THE BOARD. IF NO ALLOCATION IS MADE, THE ASSESSMENT SHALL BE UNIFORMLY ASSESSED AGAINST ALL OF THE LOTS IN THE AFFECTED AREA. THE EXTERIOR MAINTENANCE ASSESSMENTS SHALL NOT BE CONSIDERED A PART OF THE ANNUAL OR SPECIAL ASSESSMENTS. ANY EXTERIOR MAINTENANCE OBLIGATION OF THE OWNER AND SHALL BECOME DUE AND PAYABLE IN FULL, RESPECTS, TOGETHER WITH INTEREST, REASONABLE ATTORNEY'S FEES, AND COSTS OF COLLECTION, AS PROVIDED FOR THE OTHER ASSESSMENTS OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO MORTGAGE LIENS AS PROVIDED BY HEREIN. FOR THE PURPOSE OF PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION, THROUGH ITS DULY AUTHORIZED AGENTS OR EMPLOYEES, SHALL HAVE THE RIGHTS, AFTER REASONABLE NOTICE TO THE OWNER, TO ENTER UPON ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON AT REASONABLE HOURS ANY DAY EXCEPT SUNDAY.

6.6 SUBORDINATION OF LIEN. THE LIEN OF THE ASSESSMENT FOR WHICH PROVISION IS HEREIN MADE AS WELL AS IN ANY OTHER SECTION OF THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE TO A BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION, OR REAL ESTATE INVESTMENT TRUST. SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECREE OF FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE OF SUCH MORTGAGE. NO SUCH SALE OR TRANSFER OR PROCEEDING IN LIEU OF FORECLOSURE SHALL BELIEVE DUE, LOT FROM LIABILITY FOR ANY SUBSEQUENT ASSESSMENT. THE WRITTEN OPINION OF EITHER THE DEVELOPER OR THE ASSOCIATION THAT THE LIEN IS SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION OF SUBORDINATION.

6.7 DUTIES OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL FIX THE DATE OF COMMENCEMENT, AND THE AMOUNT OF THE ASSESSMENT AGAINST EACH LOT FOR EACH ASSESSMENT, AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH DATE, OR PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OPEN TO INSPECTION BY THE OWNER. WRITTEN NOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO NOT LATER THAN SEVEN (7) DAYS AFTER FIXING THE DATE OF COMMENCEMENT THEREOF. THE ASSOCIATION SHALL, ON DEMAND, AND FOR A REASONABLE CHARGE, FURNISH TO ANY OWNER EVIDENCE FOR SAID ASSESSMENT A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING FORTH WHETHER SAID ASSESSMENT HAS BEEN PAID. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THERELIN STATED TO HAVE BEEN PAID.

## ARTICLE SEVEN: TRANSFERS OF UNIMPROVED LOTS

7.1 DEVELOPER'S RIGHT OF FIRST REFUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SINGLE FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED SHALL BE SOLD OR TRANSFERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITING, ITS RIGHT TO PURCHASE SAID LOT.

7.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A DOWN PAID SALE OF HIS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE "PROPOSED CONTRACT"). WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE AND INFORMATION, DEVELOPER SHALL EITHER EXERCISE, OR WAIVE EXERCISE OF, ITS RIGHT OF FIRST REFUSAL. IF DEVELOPER ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL, IT SHALL, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, DELIVER TO OWNER AN AGREEMENT TO PURCHASE THE LOT UPON THE FOLLOWING TERMS: (1) THE PRICE TO BE PAID, AND THE TERMS OF PAYMENT SHALL BE THAT STATED IN THE PROPOSED CONTRACT. (2) THE SALE SHALL BE CLOSED WITH THIRTY (30) DAYS AFTER THE DELIVERY OR MAKING OF THE DEVELOPER'S AGREEMENT TO PURCHASE.

7.3 CERTIFICATE OF WAIVER. IF DEVELOPER SHALL ELECT TO WAIVE ITS RIGHT OF FIRST REFUSAL, OR SHALL FAIL TO EXERCISE SAID RIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PROPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF HANCOCK COUNTY, INDIANA.

7.4 EXCEPTIONS. THIS SECTION SHALL NOT APPLY TO A TRANSFER TO OR SALE BY ANY BANK, LIFE INSURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF OWNING A MORTGAGE UPON THE LOT CONCERNED, AND THIS SHALL BE SO WHETHER THE TITLE IS ACQUIRED BY DEED FROM THE MORTGAGOR OR ITS SUCCESSORS IN TITLE OR THROUGH FORECLOSURE PROCEEDINGS; NOR SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH SO ACQUIRES TITLE. THIS SECTION SHALL NOT APPLY TO A SALE BY A DULY

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... ASSOCIATION FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN NO EVENT EXCEED \$100.00, PER LOT, PER ANNUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BOARD") SHALL FIX THE ASSESSMENTS, WHICH SHALL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED FINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE DISPOSITIVE. BY THE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE BOARD, THE MAXIMUM AMOUNTS OF THE ASSESSMENTS MAY BE INCREASED OR DECREASED FROM THE AMOUNT HEREIN SET FORTH. ALL REGULAR AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS FOR WHICH PROVISION IS HEREIN MADE SHALL COMMENCE ON THE FIRST DAY OF THE MONTH IN WHICH COMMENCEMENT OF THE ASSOCIATION TO BE THE DATE OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR. THE DUE DATE OF ANY ASSESSMENT SHALL BE FIXED IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT AND ANY SUCH ASSESSMENT SHALL BE PAYABLE IN ADVANCE IN MONTHLY, QUARTERLY, SEMI-ANNUAL, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) IMPROVEMENT, MAINTENANCE AND REPAIR OF THE COMMON AREAS;
- (2) UTILITIES FOR THE COMMON AREAS;
- (3) MAINTENANCE AND REPAIR OF ALL STORM DRAINS, SANITARY SEWERS, AND EASEMENTS SHOWN ON THE PLAT AND MAINTENANCE AND REPAIR OF DRAINAGE EASEMENTS AND WATER RETENTION EASEMENTS SHOWN ON THE PLAT;
- (4) FIRE INSURANCE COVERING THE FULL INSURABLE REPLACEMENT VALUE OF THE COMMON AREAS WITH EXTENDED COVERAGE;
- (5) LIABILITY INSURANCE INSURING THE ASSOCIATION AGAINST ANY AND ALL LIABILITY TO THE PUBLIC, TO ANY OWNER, OR TO THE INMATES, OR TENANTS OF ANY OWNER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE COMMON AREA. THE POLICY LIMITS SHALL BE SET BY THE ASSOCIATION, AND SHALL BE REVIEWED AT LEAST ANNUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION;

(6) WORKMEN'S COMPENSATION INSURANCE TO THE EXTENT NECESSARY TO COMPLY WITH THE INDIANA STATUTES, AND ANY OTHER INSURANCE DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION;

(7) ACQUISITION OF FURNISHINGS AND EQUIPMENT FOR THE COMMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,

(8) ANY OTHER MATERIALS, SUPPLIES, EQUIPMENT, LABOR, MANAGEMENT, SUPERVISION, SERVICES, PERSONNEL, REPAIRS, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENTS WHICH THE ASSOCIATION IS REQUIRED TO SECURE OR PAY PURSUANT TO THE TERMS OF THIS DECLARATION, OR BY LAW, OR WHICH SHALL BE NECESSARY OR PROPER IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION FOR THE OPERATION OF THE COMMON AREAS, FOR THE BENEFIT OF THE LOT OWNERS, OR FOR THE ENFORCEMENT OF THESE RESTRICTIONS.

**6.3 SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND REPAIRS.** IN ADDITION TO THE ANNUAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DRAINAGE IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RE-CONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT AS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE APPROVAL OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION 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.

**6.4 NON-PAYMENT OF ASSESSMENT.** IF ANY ASSESSMENT IS NOT PAID ON THE DATE WHEN DUE, SUCH ASSESSMENT SHALL THEN BECOME DELINQUENT AND SHALL, TOGETHER WITH INTEREST THEREON, AND THE COST OF COLLECTION THEREOF, BECOME A CHATTING LIEN ON THE LOT AGAINST WHICH SUCH ASSESSMENT IS MADE THAT SHALL BIND SUCH LOT IN THE HANDS OF THE OWNER, HIS HEIRS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNS, AND SHALL ALSO BE A CONTINGENT PERSONAL OBLIGATION OF THE OWNER AGAINST WHOM THE ASSESSMENT IS LEVIED.

... OF THE ASSOCIATION AND THE AMOUNT OF THE ASSESSMENT, AT LEAST THEIR PERIOD AND SHALL, AT THE END OF THE ASSOCIATION APPLICABLE OFFICE OF THE ASSOCIATION OWNER, WRITTEN NOTICE OF OWNER SUBJECT THEREOF HOW THE DATE OF COMMENCEMENT DEMAND. AND FOR A REASONABLE PERIOD FOR SAID ASSESSMENT OFFICER OF THE ASSOCIATION ASSESSMENT HAS BEEN PAID. EVIDENCE OF PAYMENT OF ANY PAID.

**ARTICLE SEVEN: 7**

**7.1 DEVELOPER'S RIGHT TO DEVELOPER OWNERS AT LEAST ON INTEREST THEREIN, UPON WHICH BEING CONSTRUCTED SHALL BE THE OWNER OF SUCH LOT SHALL TO DEVELOPER AND DEVELOPER PURCHASE SAID LOT.**

**7.2 REQUIRED NOTICE MAKE A BONA FIDE SALE OF THE LOT TO DEVELOPER NOTICE FULLY EXECUTED COPY OF \*PROPOSED CONTRACT\*, WITH NOTICE AND INFORMATION, WAIVE EXERCISE OF ITS RIGHTS TO EXERCISE ITS RIGHT THIRTY (30) DAYS AFTER RECEIVED TO OWNER AN AGREEMENT FOLLOWING TERMS: (1) THE PAYMENT SHALL BE THAT STAY SALE SHALL BE CLOSED WITHIN THE DEVELOPER'S MAKING OF THE DEVELOPER'S**

**7.3 CERTIFICATE OF WAIVE ITS RIGHT OF FIRST RIGHT WITHIN THIRTY (30) CONTRACT, DEVELOPER'S WAIVER EXECUTED BY DEVELOPER IN ACCORDANCE TO THE PROPOSED CONTRACT PUBLIC RECORDS OF HANCOCK COUNTY**

**7.4 EXCEPTIONS. THE TO OR SALE BY ANY BANK, SAVINGS AND LOAN ASSOCIATION OF OWNING A MORTGAGE UPON SO WHETHER THE TITLE IS A ITS SUCCESSORS IN TITLE. SHALL THIS SECTION APPLY TO 50 ACQUIRES TITLE. BELT BY DEVELOPER AS TO ANY ADVERTISED PUBLIC SALE BY LAW, SUCH AS BUY-HOT LIMIT JUDICIAL SALE OR TAX SALE.**

**7.5 UNAUTHORIZED INTEREST THEREIN, UPON WHICH BEING CONSTRUCTED, WITHIN DEVELOPER'S RIGHT OF FIRST RIGHT**

**ARTICLE EIGHT**

**8.1 DONATION OF COMMON PROPERTY AND SHALL INURE TO THE DEVELOPER, THE ASSOCIATION SUBJECT TO THIS DECLARATION, REPRESENTATIVES, HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, FIVE (5) YEARS RECORD, AFTER WHICH TIME AUTOMATICALLY BE EXTENDED YEARS UNLESS AN INSTRUMENT TERMINATE SAID COVENANTS**



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ARTICLE FIVE: THE HOMEOWNER'S ASSOCIATION

5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCORPORATED ASSOCIATION UNDER THE INDIANA NOT-FOR-PROFIT CORPORATION ACT AND SHALL BE GOVERNED IN ACCORDANCE WITH SAID ACT AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.

5.2 MEMBERSHIP & VOTING. EVERY PERSON OR ENTITY WHO IS A RECORD FEE SIMPLE OWNER OF A LOT, INCLUDING THE DEVELOPER, AT ALL TIMES SO LONG AS IT OWNS ALL OR ANY PART OF THE PROPERTY SUBJECT TO THIS DECLARATION, SHALL BE A MEMBER OF THE ASSOCIATION PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST ONLY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER. MEMBERSHIP SHALL BE APPURTENANT TO, AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT. THE ASSOCIATION SHALL HAVE SUCH CLASSES OF MEMBERSHIP, WHICH CLASSES SHALL HAVE SUCH VOTING RIGHTS, AS ARE SET FORTH IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

ARTICLE SIX: MAINTENANCE ASSESSMENTS

6.1 LIEN AND PERSONAL OBLIGATION FOR ASSESSMENT. THE DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HEREBY COVENANTS AND EACH OWNER OF ANY LOT (BY ACCEPTANCE OF A SUCH DEED OR OTHER CONVEYANCE) INCLUDING ANY PURCHASER IN ANY JUDICIAL SALE, SHALL HEREAFTER BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY ANNUAL ASSESSMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS; SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HEREAFTER PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH INTEREST THEREON FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREON (INCLUDING REASONABLE ATTORNEY'S FEES), SHALL BE CHARGED ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT(S) AGAINST WHICH EACH SUCH ASSESSMENT IS MADE, AND SHALL ALSO BE THE PERSONAL OBLIGATION FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR BY ABANDONMENT, OR OTHERWISE.

6.2 PURPOSE, AMOUNT AND COMPUTATION OF ASSESSMENT. EXCEPT AS HEREAFTER PROVIDED, THE ANNUAL ASSESSMENT, EXCLUDING ANY SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN NO EVENT EXCEED \$100.00, PER LOT, PER ANNUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BOARD") SHALL FIX THE ASSESSMENTS, WHICH SHALL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED FINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE DISPOSITIVE. BY THE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE BOARD, THE MAXIMUM AMOUNTS OF THE ASSESSMENTS MAY BE INCREASED OR DECREASED FROM THE AMOUNT HEREIN SET FORTH. ALL RECURRING AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS FOR WHICH PROVISION IS HEREIN MADE SHALL COMMENCE ON THE FIRST DAY OF THE MONTH, OR AS FIXED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO BE THE LAST OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR. THE DUE DATE OF ANY ASSESSMENT SHALL BE FIXED IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT AND ANY SUCH ASSESSMENT SHALL BE PAYABLE IN ADVANCE IN MONTHLY, QUARTERLY, SEMI-ANNUAL, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) IMPROVEMENT, MAINTENANCE AND REPAIR OF THE COMMON AREAS;
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- (4) FIRE INSURANCE COVERING THE FULL INSURABLE REPLACEMENT VALUE OF THE COMMON AREAS WITH EXTENDED COVERAGE;
- (5) LIABILITY INSURANCE INSURING THE ASSOCIATION AGAINST ANY AND ALL LIABILITY TO THE PUBLIC, TO ANY OWNER, OR TO THE INVITEES, OR TENANTS OF ANY OWNER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE COMMON AREA. THE POLICY LIMITS SHALL BE SET BY THE ASSOCIATION, AND SHALL BE REVIEWED AT LEAST ANNUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION;
- (6) WORKMEN'S COMPENSATION INSURANCE TO THE EXTENT NECESSARY TO COMPLY WITH THE INDIANA STATUTES, AND ANY OTHER INSURANCE DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION;
- (7) ACQUISITION OF FURNISHINGS AND EQUIPMENT FOR THE COMMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,
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6.5 SPECIAL ASSESS ADDITION TO MAINTENANCE U MAY PROVIDE UPON ANY LOT OPINION OF THE BOARD, TO OF THE NEIGHBORHOOD, MA ROOF REPAIR AND REPLACEMENT BUILDING SURFACES, AND PROVIDED, HOWEVER, THAT BE GIVEN TO THE OWNER OF UP AND/OR MAINTENANCE, ASSESSED AGAINST THE L PERFORMED, OR, IN THE O ASSOCIATION, BENEFITING APORTIONED AMONG THE LOT BE APPROPRIATE BY THE IC ASSASSMENT SHALL BE UNIFOR THE AFFECTED AREA. THE L NOT BE CONSIDERED A PART ANY EXTERIOR MAINTENANCE AND THE PERSONAL OBLIGATION PAYABLE IN ALL RESPECTS, ATTORNEY'S FEES, AND COS OTHER ASSESSMENTS OF THE MORTGAGE LIENS AS PROVIA PERFORMING THE MAINTENANCE ASSOCIATION, THROUGH THE SHALL HAVE THE RIGHT, AF EMPER UPON ANY LOT OR THE REASONABLE HOURS ANY DAY I

6.6 SUBORDINATION C WHICH PROVISION IS HEREIN THIS DECLARATION SHALL BE MORTGAGE TO A BANK, LIFE SAVINGS AND LOAN ASSOCIATION SUCH SUBORDINATION SHALL A BECOME DUE AND PAYABLE PR PURSUANT TO A DECREE OF FO IN LIEU OF FORECLOSURE TRANSFER OR PROCEEDING IN LOT FROM LIABILITY FOR AR NOR FROM THE LIEN OF ANY OPINION OF EITHER THE DEVE 15 SUBORDINATE TO A MORTGA OF SUBORDINATION.

6.7 DUTIES OF THE DIRECTORS OF THE ASSOCIATION AND THE AMOUNT OF THE ASSESSMENT, AT LEAST THREE PERIOD AND SHALL, AT THE AND ASSESSMENTS APPLICABLE OFFICE OF THE ASSOCIATION OWNER. WRITTEN NOTICE OF OWNER SUBJECT THEREON NOT THE DATE OF COMMENCEMENT DEMAND, AND FOR A REASON LIABLE FOR SAID ASSESSMENT OFFICER OF THE ASSOCIATION ASSESSMENT HAS BEEN PAID. EVIDENCE OF PAYMENT OF ANY WID.

ARTICLE SEVEN:

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7.5 UNAUTHORIZED TR

- (I) PLAY STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED OR PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.
- (J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.
- (K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.
- (L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.
- (M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.
- (N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARBAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.
- (O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.
- (P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.
- (Q) SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.
- (R) UTILITY CONNECTIONS. BUILDING CONNECTIONS FOR ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, TELEPHONE AND TELEVISION SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE ACCEPTABLE TO THE GOVERNING UTILITY AUTHORITY.
- (S) BUILDING SET-BACKS. BUILDING SET-BACKS SHALL BE TWENTY-FIVE (25) FEET IN FRONT, TWENTY-FIVE (25) FEET IN THE REAR AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE CONSIDERED TO HAVE TWO FRONTS AND TWO SIDES. ALL MEASUREMENTS ARE TO THE BASE OF THE DWELLING.
- (T) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARB.
- (U) ARB REPORTS. THE ARB'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THE FOREGOING ARCHITECTURAL PLANNING CRITERIA SHALL BE DELIVERED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND TO THE LOT OWNER SUBMITTING THE SAME. IN THE EVENT THE ARB FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS OR SUBMISSION THERETO, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED CRITERIA SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

(C) BUILDING EXTERIORS. THE ARB SHALL HAVE THE FINAL APPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OWNER MUST SUBMIT TO THE ARB A COLOR PLAN SHOWING THE COLOR OF THE ROOF, EXTERIOR WALLS, SHUTTERS, TRIMS, ETC. THE ARB SHALL CONSIDER THE EXTENT TO WHICH THE COLOR PLAN IS CONSISTENT WITH THE HOMES IN THE SURROUNDING AREAS AND THE EXTENT TO WHICH THE COLOR PLAN CONFORMS WITH THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS, UNLESS SPECIFICALLY AUTHORIZED BY THE ARB, ALL DWELLINGS SHALL HAVE A MASONRY EXTERIOR EXCEPT FOR GABLES, PORCHES, GARAGES AND THE SECOND STORY OF A TWO-STORY DWELLING. NO VINYL OR ALUMINUM SIDING SHALL BE PERMITTED.

(D) ROOF. A FLAT ROOF SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ARB. SUCH AREAS WHERE FLAT ROOFS MAY BE PERMITTED ARE PORCHES AND PATIOS. THERE SHALL BE NO FLAT ROOFS ON THE ENTIRE MAIN BODY OF THE BUILDING; PROVIDED THAT, THE ARB SHALL HAVE DISCRETION TO APPROVE SUCH ROOFS ON PART OF THE MAIN BODY OF THE BUILDING, PARTICULARLY IF MODERN OR TEMPORARY IN DESIGN. NO BUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION OF ALL PITCHED ROOFS SHALL BE TILE, CEDAR SHAKE SHINGLE, SLATE ASPHALT OR FIBERGLASS SHINGLE, OR OTHER COMPOSITION APPROVED BY THE ARB.

(E) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGRAPH "A" HEREIN, ALL GARAGES SHALL HAVE A MINIMUM WIDTH OF TWENTY-TWO (22) FEET FOR A TWO-CAR GARAGE OR THIRTY-TWO (32) FEET FOR A THREE-CAR GARAGE; MEASURED FROM INSIDE WALLS OF THE GARAGE. ALL GARAGES MUST HAVE EITHER A SINGLE OVERHEAD DOOR WITH A MINIMUM DOOR WIDTH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) FOOT DOORS FOR A TWO-CAR GARAGE, OR TWO (2) OR THREE (3), INDIVIDUAL OVERHEAD DOORS, EACH A MINIMUM OF EIGHT (8) FEET IN WIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAYS. ALL DWELLINGS SHALL HAVE A DRIVEWAY AT LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTRANCE TO THE GARAGE WHICH SHALL BE PAVED WITH ASPHALT, CONCRETE OR SOME OTHER STABLE AND PERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. EIGHT-INCH (OR LARGER) CONCRETE BLOCK SHALL NOT BE PERMITTED ON THE EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ARB. THE ARB SHALL DISCOURAGE THE USE OF IMITATION MATERIAL FOR FACADES AND ENCOURAGE THE USE OF FRONT MATERIALS SUCH AS BRICK, FOUR OR FIVE-INCH BLOCK, STONE, WOOD, AND STUCCO, OR A COMBINATION OF THE FOREGOING.

(H) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

(O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE

(1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.

(P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(Q) SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE



# IN THREE: COVENANTS

3.4 RIGHTS TO COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE NOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR ON ANY DATE TO PERFORM SUCH MAINTENANCE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL DEVELOPER, OR ANY OWNER OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

## ARTICLE FOUR: ARCHITECTURAL CONTROL

4.1 NECESSITY OF ARCHITECTURAL REVIEW & APPROVAL. NO IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, SHALL BE COMMENCED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT, NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF BE MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WRITING BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY AND AS TO CONFORMANCE WITH THE ARCHITECTURAL PLANNING CRITERIA AS SET FORTH HEREIN.

4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESE ARCHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATED PURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT; THAT THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLAN; AND, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BE MAINTAINED.

4.3 ARCHITECTURAL CONTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSEER NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY TIME THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE OR MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (1) ARCHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY OF THE ARB SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING ON THE ARB BECAUSE OF DEATH, RESIGNATION, OR OTHER TERMINATION OF SERVICE OF ANY MEMBER THEREOF, SHALL BE FILLED BY THE BOARD OF DIRECTORS; EXCEPT THAT DEVELOPER, TO THE EXTENSION OF THE BOARD, SHALL FILL ANY VACANCY CREATED BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

4.4 POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THEREOF, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL BE NOT BE EFFECTIVE UNTIL ADOPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY CALLED AND NOTICED AND AT WHICH A QUORUM IS PRESENT AND VOTING. NOTICE OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA, INCLUDING A VERBAWIT COPY OF SUCH CHANGE OR MODIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE

BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(Q) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED OR OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBUSH. NO WEEDS, UNDERBUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT OR ANY COMMON AREA. AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR OFFERED TO REMAIN ANYWHERE THEREON; AND IN THE EVENT THAT ANY OWNER SHALL FAIL OR REFUSE TO KEEP HIS LOT FREE OF WEEDS, UNDERBUSH OR REFUSE PILES, OR OTHER UNSIGHTLY GROWTHS OR OBJECTS, THEN THE ASSOCIATION MAY ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

2.5 EXCEPTIONS FOR DEVELOPMENT. DEVELOPER, OR THE TRANSFERREES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION AS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE DEVELOPER, DEVELOPER'S TRANSFERREES, OR THE EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFERREES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY. AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOT PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, THE WORDS, "ITS TRANSFERREES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS IMPROVED WITH COMPLETED RESIDENCES.

#### ARTICLE THREE: COMMON AREAS

3.1 DESIGNATION OF COMMON AREAS. ALL AREAS ON THE PLAT DESIGNATED AS SUCH SHALL BE KNOWN AS "COMMON AREAS" AND THEIR USE AND MAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL TITLE TO THE COMMON AREAS SO LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT WHICH DEVELOPER OWNS IN THE SUBDIVISION, DEVELOPER SHALL CONVEY THE COMMON AREAS TO THE ASSOCIATION SUBJECT TO TAXES FOR THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS AND EASEMENTS OF RECORD; AND A RESERVATION HEREBY PERPETUALLY RESERVED TO THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. OF THE RIGHT TO USE AND ENJOY THE COMMON UTILITY EASEMENTS, EASEMENTS OF DRAINAGE, AND INGRESS AND EGRESS EASEMENTS AS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF ADDITIONAL LANDS OWNED OR TO BE OWNED BY THE DEVELOPER LOCATED IN SECTION 23, PENNY TOWNSHIP MARION COUNTY, INDIANA.

3.3 USE OF COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A NON-EXCLUSIVE COMMON RIGHT AND EASEMENT OF ENJOYMENT AND INGRESS AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLAT WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO SUCH LOT, SUBJECT TO THE FOLLOWING:

(1) THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEPS AS ARE REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES AGAINST FORCLOSURE;

(2) ALL PROVISIONS OF THIS DECLARATION, THE PLAT, AND THE ARTICLES AND BY-LAWS OF THE ASSOCIATION;

(3) RULES AND REGULATIONS GOVERNING THE USE AND ENJOYMENT OF THE COMMON AREAS ADOPTED BY THE ASSOCIATION;

(4) RESTRICTIONS CONTAINED ON THE PLAT OF ALL OR ANY PART OF THE COMMON AREAS OR FILED SEPARATELY WITH RESPECT TO ALL OR ANY PART OR PARTS OF THE PROPERTY;

(5) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS SHOWN ON THE PLAT; AND

(6) A RESERVATION HEREBY PERPETUALLY RESERVED TO DEVELOPER, ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO USE AND ENJOY THE SAME NON-EXCLUSIVE EASEMENTS, FOR THE BENEFIT OF ADDITIONAL LANDS OWNED AND TO BE OWNED BY DEVELOPER LOCATED IN SECTION 23 PENNY TOWNSHIP, MARION COUNTY, INDIANA.

# SOUTHCREEK - SECTION

(G) TREES, NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS TWO (2) INCHES IN DIAMETER, SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR WRITTEN CONSENT OF THE AED.

(H) ARTIFICIAL VEGETATION. NO ARTIFICIAL GRASS, PLANTS OR OTHER ARTIFICIAL VEGETATION SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT, UNLESS APPROVED BY THE AED.

(I) AUTOMOBILE STORAGE AREA. NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED AUTOMOBILE STORAGE AREA UPON THE LOT. NO CARPORTS SHALL BE PERMITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE TWO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE MAINTAINED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT.

(K) LANDSCAPING. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BREED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION, SO LONG AS THEY ARE NOT KEPT, BREED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) RUBBISH, TRASH AND GARBAGE. NO RUBBISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) FENCES, HEDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE AED. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGN VIEWS AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) 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 (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGN-LINES.

(O) NUISANCES. NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(Q) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, OIL MINE OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBUSH. NO WEEDS, UNDERBUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT OR ON ANY COMMON AREA, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR OFFERED TO REMAIN ANYWHERE THEREON; AND IN THE EVENT THAT ANY OWNER SHALL FAIL OR REFUSE TO KEEP HIS LOT FREE OF WEEDS, UNDERBUSH OR REFUSE PILES, OR OTHER UNSIGHTLY GROWTHS OR OBJECTS, THEN THE ASSOCIATION MAY ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

2.5 EXCEPTIONS FOR DEVELOPMENT. DEVELOPER, OR THE TRANSFEREES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION AS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE DEVELOPER, DEVELOPER'S TRANSFEREES, OR THE EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFEREES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY. AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOW PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL THE COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, THE WORDS, "ITS TRANSFEREES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS APPROVED WITH COMPLETED RESIDENCES.





# SOUTHAC

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHCREEK SECTION III

### ARTICLE ONE: SUBDIVISION OF REAL ESTATE

1.1 SUBDIVISION AND PLATTING OF REAL ESTATE. THE SUBJECT REAL ESTATE CONSISTS OF APPROXIMATELY 29.16 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, MARION COUNTY, INDIANA (THE "REAL ESTATE"), WHICH IS CURRENTLY OWNED BY THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION (THE "DEVELOPER") AND THE DECLARANT HEREIN. THE SOUTHCREEK DEVELOPMENT CO. HEREBY PLATS, SUBDIVIDES, AND DEDICATES THE REAL ESTATE INTO LOTS, STREETS, AND COMMON AREAS IN ACCORDANCE WITH THE PLAN TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAN") TO BE KNOWN AS "SOUTHCREEK, SECTION III (THE "SUBDIVISION"). THE STREETS SHOWN ON THE PLAN ARE HEREBY DEDICATED TO PUBLIC USE.

1.2 PURPOSE OF DECLARATION. THE PURPOSE OF THIS DECLARATION IS TO ENHANCE AND PROTECT THE VALUE, ATTRACTIVENESS, QUALITY, AND DESIRABILITY OF THE LOTS AND TRACTS CONSTITUTING THE SUBDIVISION KNOWN AS "SOUTHCREEK, SECTION III".

1.3 DECLARATION. THE REAL ESTATE SHALL BE HELD, TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND OCCUPIED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE BENEFIT OF THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITY WHO NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS THEREOF. THIS DECLARATION SHALL BECOME EFFECTIVE UPON ITS RECORDATION IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

1.4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND FROM TIME TO TIME, TO PLAT AND/OR REPLAT ALL OR ANY PART OF THE PROPERTY, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THEREON WITH RESPECT TO ANY UNDEVELOPED PORTIONS OF OR ADDITIONS TO THE SUBDIVISION. DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT:

- (1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;
  - (2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;
  - (3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND
  - (4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION, INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PRORATA SHARE OF ASSOCIATION EXPENSES.
- THE ADDITION AT ANY TIME OR FROM TIME TO TIME OF ALL OR ANY PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE SUBDIVISION.

### ARTICLE TWO: USE OF THE REAL ESTATE.

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 EASEMENTS. THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND MAINTENANCE EASEMENTS ("A. & M.E.") ON THE PLAN. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE, THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D & U.E.") ON THE PLAN. NO CHANGE IN ELEVATION SHALL BE PERMITTED AND NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS, AND CABLE TELEVISION. THE TERM "UTILITY COMPANIES" SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER CO., CITIZENS GAS CO., THE INDIANA BELL TELEPHONE CO., (AND THEIR AFFILIATES) AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

### 2.4 RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDING

(G) TREES. NO TREE OR SHRUB TWO (2) INCHES IN DIAMETER, SH, DESTROYED WITHOUR THE PILOT WRITE  
(H) ARTIFICIAL VEGETATION.  
(I) AUTOMOBILE STORAGE AREA PERMANENTLY ENCLOSED OR CONVERT SUBSTITUTION OF ANOTHER ENCLOSED A B UNON THE LOT. NO CARPORTS SHALL B BE AT LEAST ADEQUATE TO HOUSE TY AUTOMOBILES. ALL GARAGES MUST MAINTAINED IN USABLE CONDITION.  
(J) CLOTHES DRYING AREAS. AREA SHALL BE USED AS A DRYING OR I KIND, IT BEING THE INTENTION HE SHALL BE PROVIDED WITHIN THE BUILD (K) LANDSCAPING. SEEDIN REQUIRD ON ALL YARDS AFTER THE CC BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LI SHALL BE RAISED, BREED, OR KEPT AREAS. HOWEVER, DOGS, CATS AND G BE KEPT ON LOTS SUBJECT TO SUCH RE ADOPTED BY THE ASSOCIATION, SO LO OR MAINTAINED FOR COMMERCIAL PU ALLOWED TO RUN LOOSE AT ANY TIME.  
(M) RUBBISH, TRASH AND GARB. OR OTHER WASTE MATERIAL SHALL BE K ON ANY COMMON AREA, EXCEPT IN S, APPROPRIATE AREAS.

(N) FENCES, HEDGES AND WALL OTHER DIVIDING INSTRUMENTALITY SHAL OR ANY LOT UNLESS APPROVED BY THE SHUD PLANTING WHICH OBSTRUCTS SIGR TWO (2) AND SIX (6) FEET ABOVE TH. PERMITTED TO REMAIN ON ANY CORNER FORMED BY THE STREET PROPERTY LINE; POINTS TWENTY-FIVE (25) FEET FROM LINES, OR IN THE CASE OF A ROUND INTERSECTION OF A STREET PROPER DRIVERAY OR ALLEY PAVEMENT. NO REMAIN WITHIN SUCH DISTANCES OF E POLIAGE LINE IS MAINTAINED AT S OSTRUCTION OF SUCH SIGH-LINES.

(O) NUISANCES. NOTHING SHAL LOT OR ON THE COMMON AREA WHICH H, THE NEIGHBORHOOD. IN THE EVENT O, WHAT MAY BE OR BECOME A NUISANCE, BE SUBMITTED TO THE BOARD OF D ASSOCIATION WHICH SHALL RENDER A DECISION SHALL BE DISPOSITIVE OF S (P) SIGNS. NO SIGN OF ANY PUBLIC VIEW ON ANY LOT EXCEPT:

(1) MORE THAN ONE SQUARE FOOT; (2) ON SQUARE FEET ADVERTISING THE PROPE ONE SIGN OF NOT MORE THAN TEN SQU ADVERTISE THE PROPERTY DURING THE C OR OR REMOVED FROM, ANY OF THE I WITHWER CONSENT OF THE ASSOCIATION. (R) MINDON AIR CONDITIONING CONDITIONING UNITS SHALL BE PERMITT

(S) SEPTIC TANK AND WELLS. NO PERMITTED ON ANY LOT. NO OIL OPERATIONS, OIL REFINING, OILBARREY. KIND SHALL BE PERMITTED UPON ANY I STRUCTURE DESIGNED FOR USE IN HORIZ BE ERECTED, MAINTAINED, OR PERMITTE (T) WEEDS AND UNDERSHU. N UNSIGNIFLY GROWTHS SHALL BE PERMITTE LOT OR ANY COMMON AREA, AND NO REL SHALL BE ALLOWED TO BE PLACED OR THEREON; AND IN THE EVENT THAT ANY KEEP HIS LOT FREE OF WEEDS, UNDI OTHER UNSIGHTLY GROWTHS OR OBJECT ENTER UPON SAID LOT AND REMOVE TH OWNER, AND SUCH ENTRY SHALL NOT BE

2.5 EXCEPTIONS FOR DEVELT TRANSFERRES OF DEVELOPER, SHALL UNL ALL LOTS INCLUDED WITHIN THE SUBDIV WORK AND THE SALE OR OTHER DISPOSI ESSENTIAL TO THE ESTABLISHMENT AND AN ON-GOING RESIDENTIAL COMMUNITY. BE COMPLETED AND THE SUBDIVISION ES RESIDENTIAL COMMUNITY AS SOON AS DECLARATION SHALL BE UNDERSTOOD DEVELOPER, DEVELOPER'S TRANSF CONTACTORS OR SUB-CONTACTORS OF TRANSFERS. FROM DOING WHATEVE REASONABLY NECESSARY OR ADVISABLE F AND THE ESTABLISHMENT OF THE SU COMMUNITY, AND THE DISPOSITION OTHERWISE. OWNER, UPON COMMENCEI RESIDENCE, DWELING UNIT OR OTH, PROHIBITED BY THE RESTRICTIONS ON PERFORMANCE OF ANY CONSTRUCTION DIL COMPLETION OF THE STRUCTURE INVOLV THE WORDS, "ITS TRANSFERRES" SPECI LOTS IMPROVED WITH COMPLETED RESIDE