

BUFFALO TRAILS - SECTION II  
INSTRUMENT NUMBER 76-69765

=19.58'  
=175.00'  
06°24'40"  
59'04" E  
43.77'

# SOUTHCREEK SECTION THREE

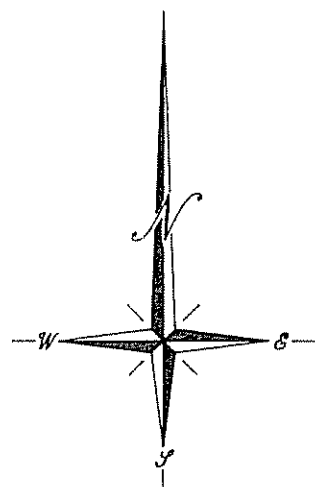
0000 - DENOTES TYP. PROJ.

o - DENOTES 5/8 REBAR  
F WITHIN PAVEMENT  
WITHIN SIXTY (60) D  
COMPLETION OF ST

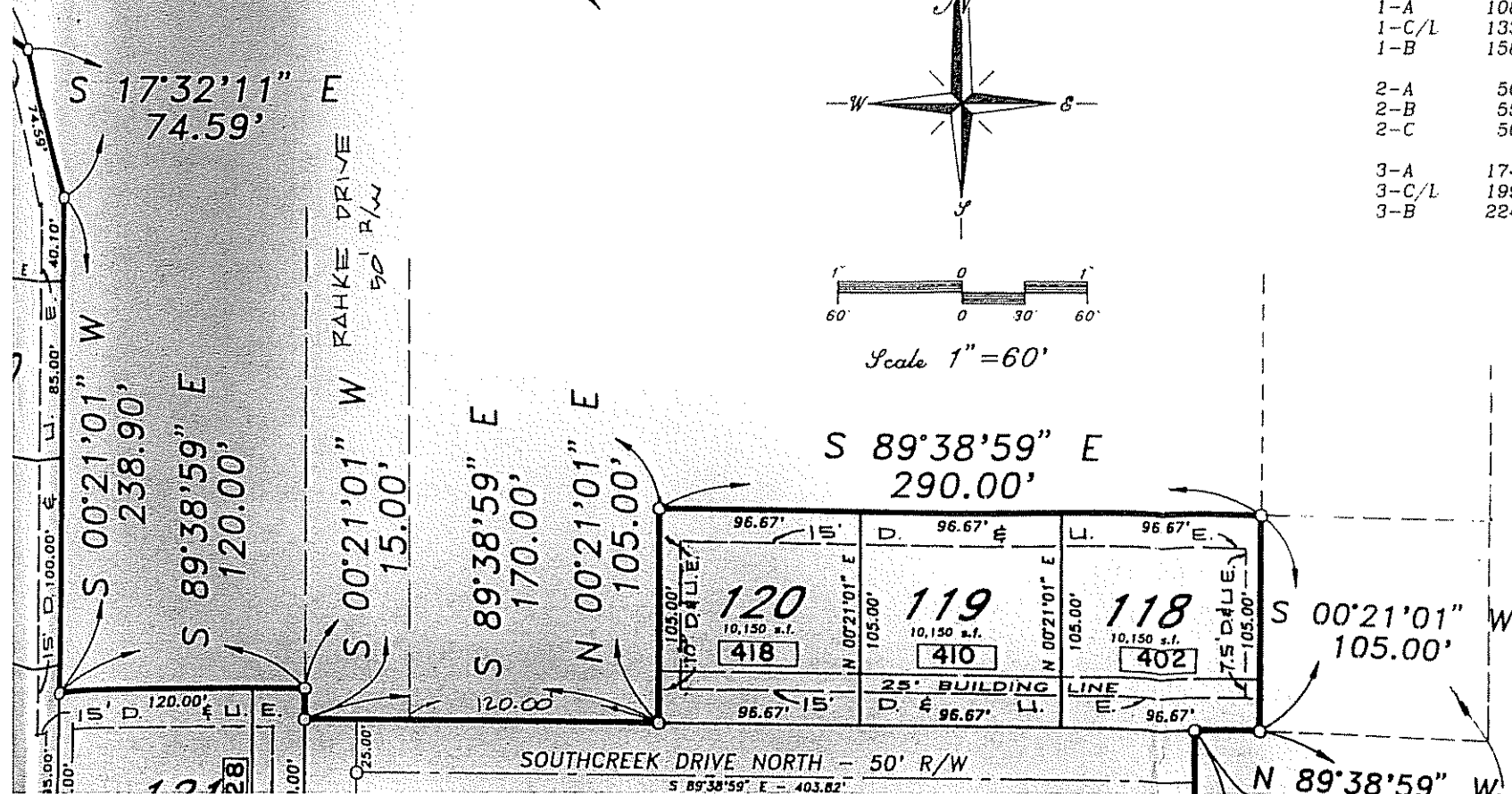
NOTE: 5/8" REBAR  
ALL LOT COR  
SIXTY (60) DA  
RECORDING

## STREET CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	TANGENT	DELTA
1-A	108.84'	83.77'	81.71'	44.08'	44°05'40"
1-C/L	133.84'	103.01'	100.48'	54.20'	44°05'40"
1-B	158.84'	122.24'	119.25'	64.33'	44°05'40"
2-A	50.00'	38.76'	37.80'	20.41'	44°24'55"
2-B	55.00'	258.06'	78.57'	****	268°49'50"
2-C	50.00'	38.76'	37.80'	20.41'	44°24'55"
3-A	174.91'	139.59'	135.91'	73.75'	45°43'33"
3-C/L	199.91'	159.54'	155.34'	84.29'	45°43'33"
3-B	224.91'	179.49'	174.77'	94.83'	45°43'33"

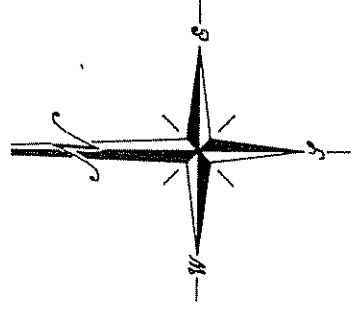


Scale 1" = 60'



I the undersigned Registered Land Surveyor, do  
I conducted a survey under my direct supervision  
of my professional knowledge, information and  
accurate representation of that survey of a part  
1/4 and a part of the Southwest 1/4 of Section  
North, Range 3 East in Marion County, Indiana,  
particularly described as follows:

Commencing at a P.K. nail found marking the S  
said Southeast 1/4; thence South 88 degrees 53  
West (assumed bearing) along the South line of  
a distance of 2668.72 feet to a railroad spike in  
said Southeast 1/4 and being th



Scale 1" = 60'

00  
1-1  
1-1  
2-1  
2-1  
3-1  
3-1  
3-1

43.77'

S 17°32'11" E  
74.59'

S 00°21'01" W  
238.90'

S 89°38'59" E  
120.00'

S 00°21'01" E  
105.00'

S 89°38'59" E  
170.00'

N 00°21'01" E  
105.00'

S 89°38'59" E  
290.00'

120  
10,150 s.f.  
418

119  
10,150 s.f.  
410

118  
10,150 s.f.  
402

121  
12,000 s.f.  
8628

122  
12,000 s.f.  
8636

123  
10,542 s.f.  
8644

124  
11,094 s.f.  
8652

115  
15,933 s.f.  
8629

114  
13,145 s.f.  
8637

113  
12,420 s.f.  
8645

112  
10,812 s.f.  
8653

116  
11,293 s.f.  
411

117  
11,500 s.f.  
403

118  
11,500 s.f.  
402

SOUTHCREEK DRIVE NORTH - 50' R/W  
S 89°38'59" E - 403.82'

RAHKE ROAD - 50' R/W  
N 00°21'01" E - 259.07'

N 89°38'59" W  
209.33'

S 25°26'54" W  
104.90'

S 08°59'20" W  
169.61'

S 45°21'01" W  
60.00'

S 54°50'41" W  
118.54'

S 46°04'34" W  
25.00'

N 89°38'59"  
31.17'

S 00°21'01"  
150.00'

"A"  
LENGTH=42.87'  
RADIUS=224.91'  
DELTA=10°55'15.4"

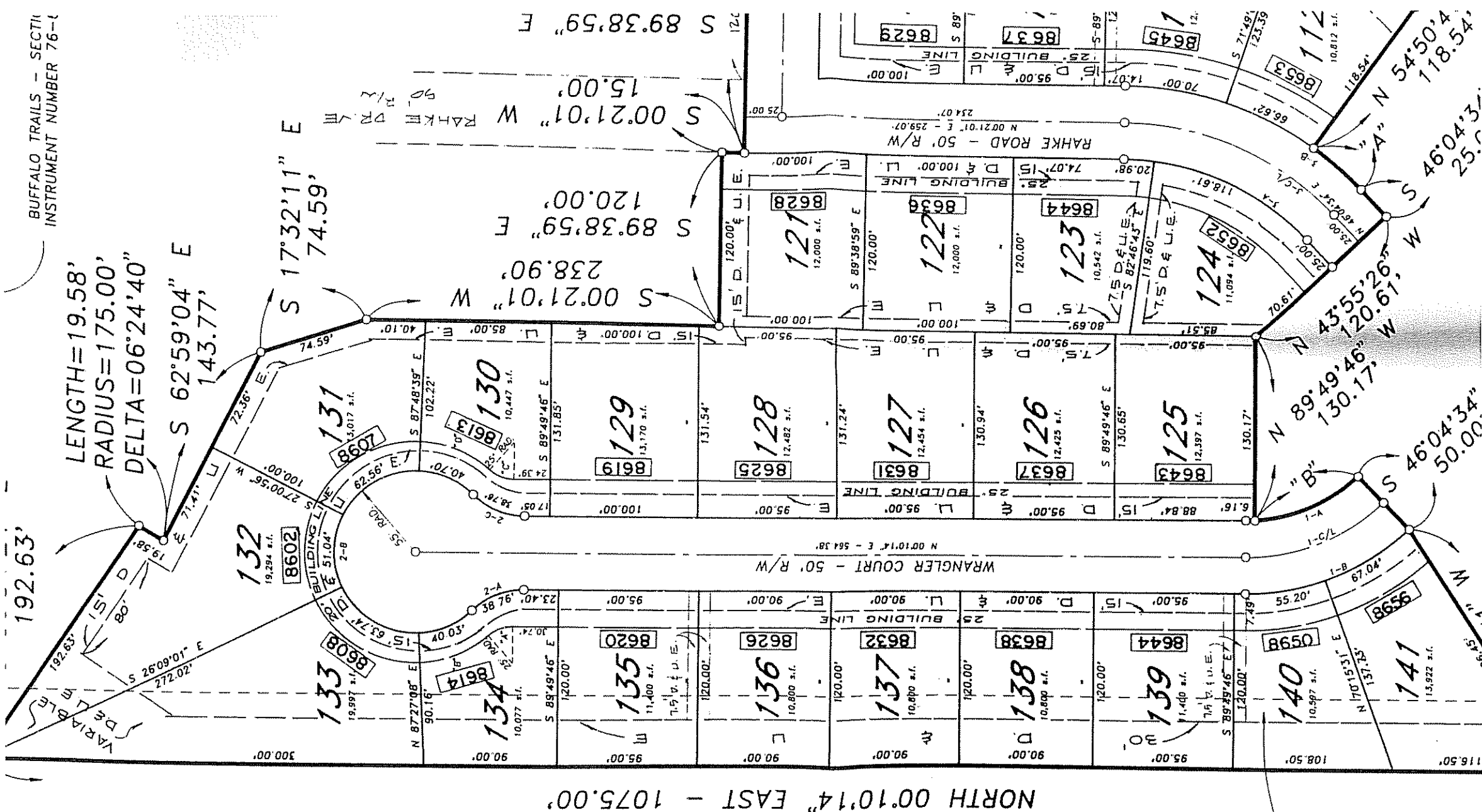
"B"  
LENGTH=77.60'  
RADIUS=108.84'  
DELTA=40°50'57.2"

1/4  
3 EAST

SOUTHCREEK - SECTION TWO  
INSTRUMENT NUMBER 89-0024194

SOUTHCORNER SOUTHEAST 1/4  
SECTION 23, TWP 14 NORTH, RGE 3 EAST  
(P.K. NAIL FOUND)

AST



LENGTH=19.58'  
RADIUS=175.00'  
DELTA=06°24'40"

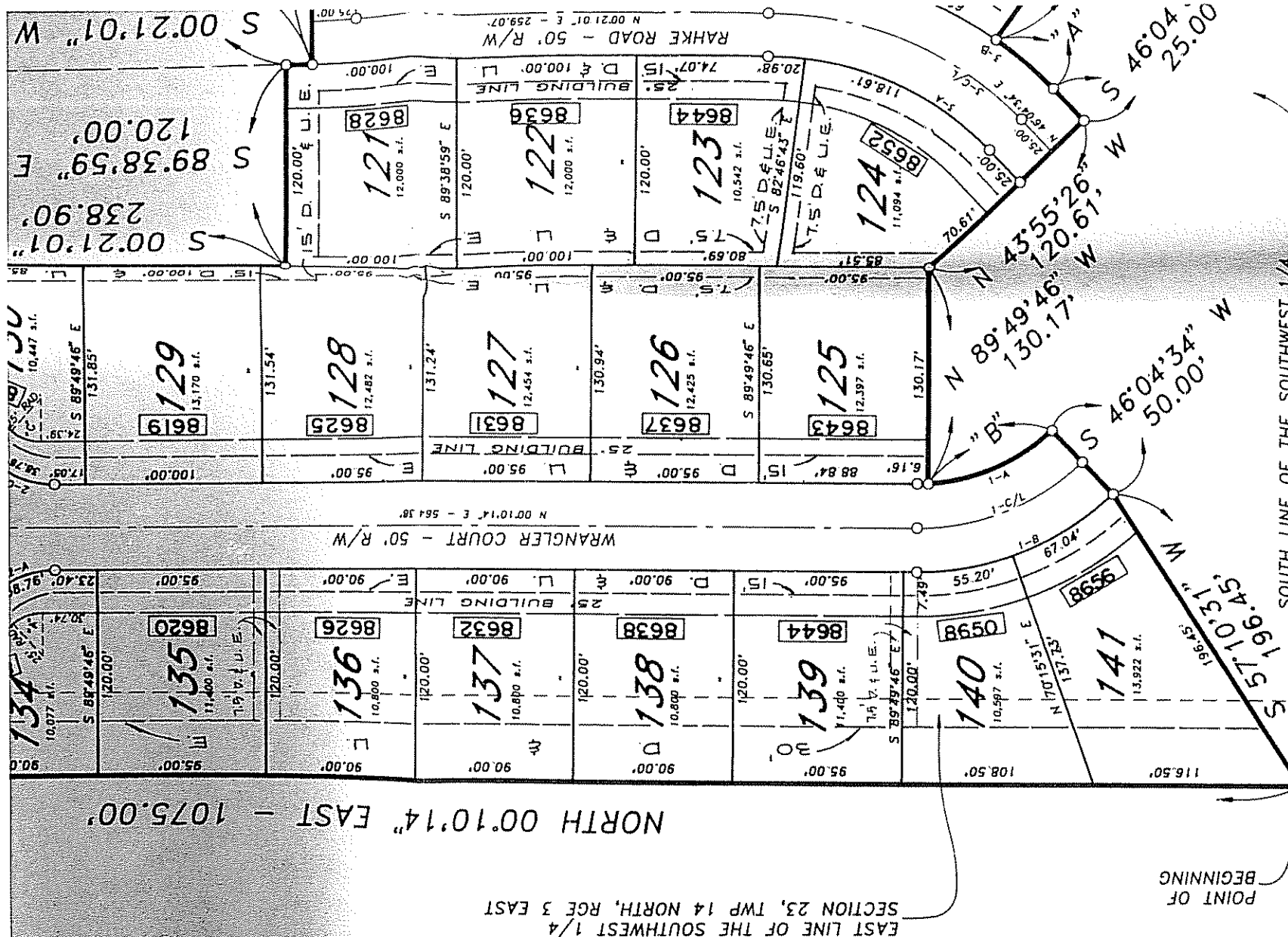
S 62°59'04" E  
143.77'

S 17°32'11" E  
74.59'

NORTH 00°10'14" EAST - 1075.00'

EAST LINE OF THE SOUTHWEST 1/4  
SECTION 23, TWP 14 NORTH, RGE 3 EAST

OF  
NING



EAST LINE OF THE SOUTHWEST 1/4 SECTION 23, TWP 14 NORTH, RGE 3 EAST

POINT OF BEGINNING

SOUTH LINE OF THE SOUTHWEST 1/4 SECTION 23, TWP 14 NORTH, RGE 3 EAST  
 SOUTHWEST CORNER SOUTHWEST 1/4 SECTION 23, TWP 14 NORTH, RGE 3 EAST (RAILROAD SPIKE FOUND)  
 -AND-  
 SOUTHWEST CORNER SOUTHWEST 1/4 SECTION 23, TWP 14 NORTH, RGE 3 EAST

N 00°10'14" E 1383.72'  
 S 88°57'55" W 48.53'

910079207

SOUTHCORE INSTRUMENT

SOUTH

S 00°21'01" W 238.90'  
 S 89°38'59" E 120.00'

S 89°49'46" E 131.85'  
 S 89°38'59" E 120.00'

WRANGLER COURT - 50' R/W  
 N 00°10'14" E - 564.38'

S 89°49'46" E 130.65'  
 S 89°49'46" E 130.94'

S 89°49'46" E 130.65'  
 S 89°49'46" E 130.65'

N 70°15'31" E 131.75'  
 S 89°39'46" E 130.00'

N 89°49'46" E 130.17'  
 S 46°04'34" W 50.00'

N 43°55'26" W 70.90'  
 S 40°9'4" W 25.00'

S 89°49'46" E 10.77'  
 S 89°49'46" E 10.77'

S 89°49'46" E 10.800'  
 S 89°49'46" E 10.800'

S 89°49'46" E 11.400'  
 S 89°49'46" E 11.400'

S 89°49'46" E 10.597'  
 S 89°49'46" E 10.597'

N 70°15'31" E 118.61'  
 S 89°49'46" E 118.61'

N 43°55'26" W 70.90'  
 S 40°9'4" W 25.00'

N 70°15'31" E 118.61'  
 S 89°49'46" E 118.61'

N 70°15'31" E 118.61'  
 S 89°49'46" E 118.61'

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 PLAT TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCREEK, SECTION III (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 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 THERETO 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 PLAT. THE DEVELOPER

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(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 PROPRATA SHARE OF ASSOCIATION EXPENSES.

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#### 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 PRIOR 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 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.



# SOUTHCREEK - SE

## 3 AND RESTRICTIONS

### REAL ESTATE

AL ESTATE. THE SUBJECT  
G ACRES OF LAND LOCATED  
N COUNTY, INDIANA (THE  
ED BY THE SOUTHCREEK  
HE "DEVELOPER") AND THE  
NENT CO. HEREBY PLATS,  
INTO LOTS, STREETS, AND  
E PLAT TO WHICH THIS  
E KNOWN AS "SOUTHCREEK,  
EETS SHOWN ON THE PLAT

THE PURPOSE OF THIS  
VALUE, ATTRACTIVENESS,  
TRACTS CONSTITUTING THE  
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STATE SHALL BE HELD,  
CONVEYED, LEASED, AND  
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UPON ITS RECORDATION IN  
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THE DEVELOPER SHALL BE  
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SCHEME OF THIS DECLARATION  
IN THE PUBLIC RECORDS OF  
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END AND SUPPLEMENT THIS  
DER OF THE ASSOCIATION OR  
Y THE SUBDIVISION.

### REAL ESTATE

UBJECT TO THESE COVENANTS  
FAMILY RESIDENTIAL LIVING

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THE PLAT. THE DEVELOPER  
IS TO THE OWNERS, THE  
D THEIR RESPECTIVE AGENTS  
FE, AND MAINTAIN UTILITY

(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.

(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) 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 ARB. 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 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, 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 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 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

THE DEVELOPER SHALL BE TIME, TO PLANT AND/OR REPLANT AND TO FILE SUBDIVISION MAPS WITH RESPECT TO ANY PART OF THE SUBDIVISION. THE DEVELOPER SHALL, AT THE TIME OF PLANTING, ADD AT ANY TIME TO THE SCHEME OF THIS SUBDIVISION LAND FROM TIME TO TIME SO THAT THE COMMON AREAS SHALL BE CONTIGUOUS TO THE COMMON AREAS OF SAID SUBDIVISION.

LAND SHALL BE DEDICATED TO THE COMMON AREAS OF SAID SUBDIVISION. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE SCHEME OF THIS DECLARATION AND SHALL HAVE ALL NECESSARY RECORDS OF THIS DECLARATION, AND SHALL BE RESPONSIBLE FOR THEIR PROPRATE SHARE OF THE COSTS OF THIS DECLARATION.

THE TIME TO TIME OF ALL OR ANY PART OF THIS DECLARATION IS THE PUBLIC RECORDS OF THE DECLARATION WITH NECESSARY RECORDS OF THIS DECLARATION AND SHALL BE ADDED TO THE COMMON AREAS OF SAID SUBDIVISION.

THE REAL ESTATE.

THE SUBJECT TO THESE COVENANTS SHALL BE THE COMMON AREAS OF SAID SUBDIVISION.

MAINTENANCE AND REPAIR. EACH OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION.

HEREBY REMAINS FOR ITSELF AND FOR THE COMMON AREAS OF SAID SUBDIVISION AND ENJOYING THE SAME, DESIGNATED AS COMMON AREAS OF SAID SUBDIVISION. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION.

BUSINESS OR COMMERCIAL BUILDING OR BUSINESS MAY BE CONDUCTED ON ANY LOT.

NO BUILDING OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT WITHOUT PRIOR APPROVAL AS HEREIN PROVIDED. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION.

NO TENTS, TRAILERS, VANS, OR OTHER STRUCTURES SHALL BE CONSTRUCTED ON ANY LOT OR COMMON AREA WITHOUT PRIOR APPROVAL AS HEREIN PROVIDED.

ANTENNA, OR SATELLITE DISH OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT OR COMMON AREA WITHOUT PRIOR APPROVAL AS HEREIN PROVIDED. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS OF SAID SUBDIVISION.

NO FENCE, BRIDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE ARB. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN LOTS 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 ALLEE PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE POLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

NOISANCES. 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.

NO SIGN. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE 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.

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.

WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

SEPTIC TANK AND WELL. 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.

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.

EXCEPTIONS FOR DEVELOPMENT. 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 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 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.



# DECK - SECTION THREE: COVER

TRUNK OF WHICH EXCEEDS CUT DOWN OR OTHERWISE REMOVED BY THE ARB. OFFICIAL GRASS, PLANTS OR TREES SHALL BE MAINTAINED UPON THE COMMON AREAS APPROVED BY THE ARB. MOTOR VEHICLES SHALL BE KEPT ON THE COMMON AREAS WITHOUT THE USE OF AUTOMOBILE STORAGE AREAS. ALL GARAGES SHALL BE CONSTRUCTED TO MEET STANDARD SIZE AMERICAN GARAGE REQUIREMENTS. DOORS THAT ARE TO BE

LOCATED ON ANY LOT OR COMMON AREA FOR LAUNDRY OF ANY KIND SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF SECTION 3.4.1 AND SPRIGGING SHALL BE PERMITTED ON THE COMMON AREAS OF THE DWELLING HAS

BE PERMITTED ON ANY LOT OR COMMON AREA. NO POULTRY OF ANY KIND SHALL BE KEPT ON THE COMMON AREAS. NO HOUSEHOLD PETS MAY BE KEPT ON THE COMMON AREAS UNLESS THEY ARE NOT KEPT, BREED OR TRAINED FOR PUBLIC DISPLAY. NO ANIMALS SHALL BE

KEPT ON THE COMMON AREAS. RUBBISH, TRASH, GARBAGE OR OTHER DEBRIS SHALL NOT BE PERMITTED ON ANY LOT OR COMMON AREA. CONTAINERS LOCATED IN

COMMON AREAS SHALL BE KEPT NEATLY STORED AND SHALL NOT BE A NUISANCE TO ANY OTHER HOMEOWNER. FENCE, HEDGE OR WALL OR OTHER OBSTACLE SHALL NOT BE CONSTRUCTED OR MAINTAINED ON THE COMMON AREAS UNLESS IT IS NECESSARY FOR THE PROTECTION OF THE COMMON AREAS OR FOR THE PROTECTION OF THE DWELLING. FENCE, HEDGE OR WALL OR OTHER OBSTACLE SHALL NOT BE CONSTRUCTED OR MAINTAINED ON THE COMMON AREAS UNLESS IT IS NECESSARY FOR THE PROTECTION OF THE COMMON AREAS OR FOR THE PROTECTION OF THE DWELLING. FENCE, HEDGE OR WALL OR OTHER OBSTACLE SHALL NOT BE CONSTRUCTED OR MAINTAINED ON THE COMMON AREAS UNLESS IT IS NECESSARY FOR THE PROTECTION OF THE COMMON AREAS OR FOR THE PROTECTION OF THE DWELLING.

NO WINDOW OR WALL AIR CONDITIONING UNIT SHALL BE INSTALLED ON THE COMMON AREAS. NO WINDOW OR WALL AIR CONDITIONING UNIT SHALL BE INSTALLED ON THE COMMON AREAS. NO WINDOW OR WALL AIR CONDITIONING UNIT SHALL BE INSTALLED ON THE COMMON AREAS. NO WINDOW OR WALL AIR CONDITIONING UNIT SHALL BE INSTALLED ON THE COMMON AREAS.

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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 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 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 TRANACT 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 THERETO, 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, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THERETO, 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.

STRUCTURED OR MAINTAINED FENCE, HALL, HEDGE OR AND ELEVATIONS BETWEEN LYS SHALL BE PLACED OR IN THE TRIANGULAR AREA LINE CONNECTING THEM AT SECTION OF THE STREET ANY CORNER, FROM THE WITH THE EDGE OF A HALL BE PERMITTED TO ERSECTIONS UNLESS THE NT HEIGHT TO PREVENT

BE OR MAINTAINED ON ANY BECOME A NUISANCE TO UTE OR QUESTION AS TO S OR THE HOMEOWNERS ON IN WRITING, WHICH ME OR QUESTION.

HALL BE DISPLAYED TO OF NOT MORE THAN FIVE SALE OR RENT) OR, (3) USED BY A BUILDER TO YON AND SALE PHASE. LTERED IN, CONSTRUCTED AREAS EXCEPT UPON THE VO WINDOW OR WALL AIR

PANK OR WELL SHALL BE INC. OIL DEVELOPMENT ING OPERATION OF ANY RO DERICK OR OTHER OR NATURAL GAS SHALL IN LOT.

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T OF ALL OR ANY PART TH RESPECT TO ALL OR TENANCE OF UTILITIES AND ERVED TO DEVELOPER, AND ENJOY THE SAME OF ADDITIONAL LANDS IN SECTION 23 PERRY

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 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 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 THERETO, 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 AMENDMENTS 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 ERRECTED, 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 FIVE HUNDRED (1,500) 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 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-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 DUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED. (H) 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.

(M) 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

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 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 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 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 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 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 AND ANY SUCH ASSESSMENT SHALL BE 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;



SUCH DEED OR OTHER INSTRUMENT BE DEEMED TO COVER AND AGREE TO JUDICIAL SALE, SHALL HEREINAFTER BE DEEMED TO COVER 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 ACQUIRED 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:

AREAS:

- (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.

# SOUTH CREEK - SZ

## 6.5 ASSOCIATION

THE ASSOCIATION SHALL BE GOVERNED IN ACCORDANCE WITH THE INDIANA NON-PROFIT CORPORATION ACT AND BY-LAWS OF THE ASSOCIATION.

ANY PERSON OR ENTITY WHO IS A MEMBER OF THE ASSOCIATION SHALL BE A MEMBER OF THE ASSOCIATION AND SHALL HOLD THE OFFICE OF DIRECTOR OR OFFICER OF THE ASSOCIATION. THE ASSOCIATION SHALL HAVE THE RIGHT TO REMOVE ANY MEMBER WHO IS IN VIOLATION OF THE BY-LAWS OF THE ASSOCIATION.

## 6.6 ASSESSMENTS

FOR AN ASSESSMENT, THE BOARD OF DIRECTORS SHALL FIX THE DATE OF THE ASSESSMENT, WHICH SHALL BE IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION. THE ASSESSMENT SHALL BE CHARGED TO THE MEMBER WHO IS IN VIOLATION OF THE BY-LAWS OF THE ASSOCIATION. THE ASSESSMENT SHALL BE CHARGED TO THE MEMBER WHO IS IN VIOLATION OF THE BY-LAWS OF THE ASSOCIATION. THE ASSESSMENT SHALL BE CHARGED TO THE MEMBER WHO IS IN VIOLATION OF THE BY-LAWS OF THE ASSOCIATION.

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AREA DRAINAGE, SANITARY AND MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION.

THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS.

6.5 SPECIAL ASSESSMENTS FOR EXTERIOR MAINTENANCE. IN ADDITION TO MAINTENANCE UPON THE COMMON AREAS, THE ASSOCIATION MAY PROVIDE UPON ANY LOT REPAIRS, 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 APPOINTED 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 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 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 THIS 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 DEGREE 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 PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF SUCH DATE ON 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 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 DONA VIDE 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.

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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 HIS 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 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 THIRTY-FIVE (35) 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 THREE, CO

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4.2 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 THEN, 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.

4.3 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.

4.4 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.

4.5 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, OR 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 FEE 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 III 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

... WHICH HAVE  
PRIOR TO A SALE OR TRANSFER OF SUCH LOT  
FORECLOSURE, AND IN ANY OTHER PROCEEDING  
E OF SUCH MORTGAGE. NO SUCH SALE OR  
IN LIEU OF FORECLOSURE. NO SUCH SALE OR  
ANY ASSESSMENTS THEREAFTER BECOMING DUE,  
NY SUBSEQUENT ASSESSMENT. THE WRITTEN  
VELOPER OR THE ASSOCIATION THAT THE LIEN  
GAGE SHALL BE DISPOSITIVE OF ANY QUESTION

HE BOARD OF DIRECTORS. THE BOARD OF  
TION SHALL FIX THE DATE OF COMMENCEMENT,  
ASSESSMENT AGAINST EACH LOT FOR EACH  
ANY (30) DAYS IN ADVANCE OF SUCH DATE OR  
HAT TIME, PREPARE A ROSTER OF SUCH DATE OR  
ULE THEREIN WHICH SHALL BE KEPT IN THE  
N AND SHALL BE OPEN TO INSPECTION BY THE  
Y THE ASSESSMENT SHALL BE SENT TO EVERY  
R LATER THAN SEVEN (7) DAYS AFTER FIXING  
T THEREOF. THE ASSOCIATION SHALL, ON  
SONABLE CHARGE, FURNISH TO ANY OWNER  
AT A CERTIFICATE IN WRITING SIGNED BY AN  
ATION, SETTING FORTH WHETHER SAID  
Y SUCH CERTIFICATE SHALL BE CONCLUSIVE  
Y ASSESSMENT THEREIN STATED TO HAVE BEEN

#### TRANSFERS OF UNIMPROVED LOTS

RIGHT OF FIRST REFUSAL. SO LONG AS  
BE LOT IN THE SUBDIVISION, NO LOT AND NO  
LICH A SINGLE FAMILY RESIDENCE HAS NOT  
E SOLD OR TRANSFERRED UNLESS AND UNTIL  
LL HAVE FIRST OFFERED TO SELL SUCH LOT  
I HAS WAIVED, IN WRITING, ITS RIGHT TO

TO DEVELOPER. ANY OWNER INTENDING TO  
HIS LOT OR ANY INTEREST THEREIN SHALL  
OF SUCH INTENTION, TOGETHER WITH A  
IN THIRTY (30) DAYS OF RECEIPT OF SUCH  
VELOPER SHALL EITHER EXERCISE, OR  
RIGHT OF FIRST REFUSAL. IF DEVELOPER  
HT OF FIRST REFUSAL, IT SHALL, WITHIN  
EMENT OF SUCH NOTICE AND INFORMATION,  
E PRICE TO BE PAID, AND THE TERMS OF  
ED IN THE PROPOSED CONTRACT. (2) THE  
THIRTY (30) DAYS AFTER THE DELIVERY OR  
GREEMENT TO PURCHASE.

WAIVER. IF DEVELOPER SHALL ELECT TO  
REFUSAL, OR SHALL FAIL TO EXERCISE SAID  
1) DAYS OF RECEIPT OF THE PROPOSED  
ER SHALL BE EVIDENCED BY A CERTIFICATE  
CORDABLE FORM WHICH SHALL BE DELIVERED  
URCHASER AND MAY BE RECORDED IN THE  
UNTY, INDIANA.

SECTION SHALL NOT APPLY TO A TRANSFER  
E INSURANCE COMPANY, FEDERAL OR STATE  
I WHICH ACQUIRES ITS TITLE AS A RESULT  
HE LOT CONCERNED, AND THIS SHALL BE  
AIDED BY DEED FROM THE MORTGAGOR OR  
THROUGH FORECLOSURE PROCEEDINGS; NOR  
A SALE BY ANY SUCH INSTITUTION WHICH  
SHALL THIS SECTION REQUIRE THE WAIVER  
NSPENSER OF TITLE TO A LOT AT A DULY  
H OPEN BIDDING WHICH IS PROVIDED BY  
TO EXECUTION SALE, FORECLOSURE SALE.

REACTION. ANY SALE OF A LOT, OR ANY  
H A SINGLE-FAMILY RESIDENCE HAS NOT  
NOTICE TO DEVELOPER AND WAIVER OF  
REFUSAL AS AFORESAID, SHALL BE VOID.

#### GENERAL PROVISIONS.

ITS AND RESTRICTIONS. THE COVENANTS  
ARATION SHALL RUN WITH AND BIND THE  
THE BENEFIT OF AND BE ENFORCEABLE BY  
TION OR THE OWNER OF ANY PROPERTY  
TION, THEIR RESPECTIVE LEGAL  
CESSORS AND ASSIGNS, FOR A TERM OF  
M THE DATE THIS DECLARATION IS  
AID COVENANTS AND RESTRICTIONS SHALL  
OR SUCCESSIVE PERIODS OF TEN (10)  
SIGNED BY THE THEN OWNERS OF TWO-  
ER RECORDED, AGREEING TO CHANGE OR  
RESTRICTIONS IN WHOLE OR IN PART.

... AND THE USE OF  
ANY KINDER SHALL INCLUDE ALL GENDERS. ... AND THE USE OF  
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 WHICH 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.

U-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 PLAN,  
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 PLAN OF THE SUBDIVISION, REFERRED TO ABOVE, OR  
WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR  
NOT THE 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.

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OR ENTITIES, OF THE FEE 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  
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THE ASSOCIATION.

"SUBDIVISION" SHALL MEAN AND REFER TO "SOUTHCREEK, SECTION III 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 PLAN.

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