

16166

## RESTRICTIVE COVENANTS OF "ACRES OF DIAMONDS"

Acres of Diamonds, Inc. as Owners and Developers of Acres of Diamonds, a subdivision located within the real estate more particularly described on attached Exhibit "A", does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and association and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply to their entirety to all of said subdivision:

### 1. Definitions.

- A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Duane Lane and Patricia Lane, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an Owner as hereinafter defined.
- B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. "Developer" shall mean Duane Lane and Patricia Lane, or their assigns.
- D. "Contiguous Owners Association" shall mean the Acres of Diamonds Contiguous to the Lake Association as created by the Developer. By accepting a deed to one of the lots numbered one through eight in Acres of Diamonds Subdivision, the owners thereof shall automatically become a member of the Contiguous Owners Association and shall be bound by the terms herein.
- E. "Plat or Plats" shall mean the subdivision plat or plats for Acres of Diamonds, the first section of which was recorded on the \_\_\_ day of \_\_\_\_\_, 1995, as Instrument # \_\_\_\_\_ in the office of the Recorder of Hendricks County, Indiana.
- F. "Development" shall mean and refer to the residential development known as Acres of Diamonds, which now exists or may hereafter be created within the real estate described on attached Exhibit "A".
- G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

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H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", and any other easements referenced on the Plat and all easements of record.

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

J. "Lake Area" shall mean that area on the plat or plats marked as such or those areas other than lots. The Lake Area is hereby created and reserved.

1. solely for the common visual and aesthetic enjoyment of the owners of lots contiguous to the lake;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
3. for the use as a retention and detention lake; and
4. for the use of the Association for the management and control as a retention and detention lake, and the maintenance and repair of improvements thereto.

Although the Lake is under the Hendricks County Drainage System, the lake shall be governed by the Acres of Diamonds Contiguous to the Lake Association.

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

3. Dwelling Size. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a one single-family residence not to exceed three (3) stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1800 square feet. The total floor area of the main structure of any two-story dwelling, excluding garages and one story porches, deck and patios shall be not less than 2200 square feet of finished floor space in such two-story structure.

4. Building Lines. Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat, between which lines and the property lines or the street no structure shall be erected or maintained.

5. **Temporary Structures.** No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding, or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than a 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot, except within a garage.
6. **Businesses.** No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession, other than a special exception for a home occupation as may be permitted by the Hendricks County Plan Commission or Hendricks County Board of Zoning Appeals.
7. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.
8. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 6/12. All dwellings shall have not less than eighty percent (80%) masonry on the exterior thereof. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed disapproved.
9. Covenants for maintenance assessments for lots contiguous to the lake.
- A. Creation of the Lien and Personal obligation of Assessments for Maintenance of the Lake. The Developer, being the owner of Acres of Diamonds Subdivision hereby covenants, and each subsequent owner of lots contiguous to the lake, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Acres of Diamonds Contiguous to the Lake Association: (1) Annual assessments or charges; (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, which shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

**B. Purposes of Assessments.** The assessments levied by the Acres of Diamond Contiguous to the Lake Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots Contiguous-to-the-Lake and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the lake situated upon the development including, but not limited to, the payment of insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 9 herein.

**C. Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of Acres of Diamonds subdivision applied as an additional assessment payable in addition to those assessments created by paragraph 9 above shall be in the amount of \$100.00 per each lot sold by the Developer, its representative or assigns, by land contract or deed and assessment shall be distributed evenly against each lake lot. All such assessments shall be paid to the Treasurer of the Acres of Diamonds Contiguous -to-the-Lake Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the lakes. In no event shall any assessment of charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

**D. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section C hereof, the Acres of Diamonds Contiguous-to-the-Lake Association may levy in any assessment year on each lot contiguous to the lake sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements related to the lake in the development, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members of the Acres of Diamonds Contiguous-to-the-Lake 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 such members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**E. Change in basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Acres of Diamonds Contiguous-to-the-Lake Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members of said Contiguous-to-the-Lake 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.

**F. Quorum for Any Action Authorized under Sections D and E.**  
The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**G. Date of Commencement of Annual Assessments. Due Dates.**  
The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Acres of Diamonds Contiguous-to-the-Lake Association. For the purpose of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

**H. Duties of the Board of Directors.** The management, affairs and policies of the Acres of Diamonds Contiguous-to-the-Lake Association shall be vested in the Board of Directors. The Board of Directors of the Acres of Diamonds Contiguous-to-the-Lake Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Acres of Diamonds Contiguous-to-the-Lake Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Acres of Diamonds Contiguous-to-the-Lake Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Acres of Diamonds Contiguous-to-the-Lake Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Acres of Diamonds Contiguous-to-the-Lake Association.** If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Acres of Diamonds Contiguous-to-the-Lake Association may bring an action at law

against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of judgment, said judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any assessment or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting, Board and Developer. Each owner of a lot in the Development of Acres of Diamonds shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of four (4) members; Duane Lane, Patricia Lane, Robert Bowman, Jr. and Susan K. Bowman, which Initial Board shall serve until the sale of lots in the Development or until January 1, 2000, whichever first occurs.

11. No parcel of land shall be re-divided into a smaller parcel.
12. All those lots in the development which are contiguous to the lake in the development and owners thereof shall belong to the Acres of Diamonds Contiguous-to-the-Lake Association and shall be governed by the By-laws of that such association.

13. **Construction and Repair Time.** Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts.  
Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.
14. **Utility Building and/or Barn.** There may be storage or utility buildings, barns, or other outbuildings on the lots within the subdivision, provided however, that the size, materials and location shall be approved by the committee.
15. **Signs.** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day, twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.
16. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall be located within a garage or house such that they are completely concealed from public view.
17. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision, except that the Acres of Diamonds Contiguous-to-the-Lake Association has exclusive authority to allow trapping in the lake.
18. **Fences.** All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.
19. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
20. **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.

21. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.
22. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.
23. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state or repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.
24. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.
25. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.
26. **Driveways.** Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material. The driveway shall be completed not later than the completion of the construction of the construction of the dwelling.
27. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.
28. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.
29. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes (larger than 18 inches in diameter) or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential



dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.

30. **Sidewalks.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.
31. **Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
32. **Mailboxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.
33. **Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc.** Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.
34. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.
35. **Play Equipment.** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.
36. **Clothes Lines.** Collapsible and removable clothes line will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

37. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall urn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his lot except as may be permitted in Paragraph 38, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

38. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

39. **Gardens.** No garden shall be visible from any street and not garden shall be larger than the dimensions ten feet (10') by twenty feet (20").

40. **Ditches and Swales.** It shall be the duty of every owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.

41. **Rules Governing Building and Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned.)

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

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

44. **Easement Area of Lake.** The easement areas for lakes, as shown on the plat shall only be utilized for maintenance of the lakes and lake area through the Association and shall not be utilized by owners, other than the owner of that respective lot.
45. **Improvements in Lake or Lake Area.** There shall be no fences, piers, decks or other structures or improvements made within the lake or lake area without approval of the Committee and Association.
46. **Street Lights at Intersections.** Developer may install street lights at any intersection and may transfer said light and obligations to the Association.
47. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee may require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.
48. **Lake Easement.** The Owner and the Developer herein does hereby grant to the owners of lots one through eight within the subdivision of Acres of Diamonds a common easement for the use and enjoyment of the lake subject to the terms set forth within these covenants. Additionally, the owner and the developer herein does hereby grant to the owners of lots one through eight in Acres of Diamonds Subdivision a common easement for the use and enjoyment of those lot areas located on the south side of said lake; each owner of a respective lot shall take title to such lot subject to the rights of the other seven lots having equal access, use and enjoyment of that area located south of the lake. It is expressed, however, that no other lots within Acres of Diamonds Subdivision shall have the use or enjoyment thereto.
49. **Enforcement.** Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, the Members of Acres of Diamonds Corporation may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.
- In the event of unpermitted tree or vegetation killing, pruning, cutting or removal as set forth in Paragraph 46 of this Declaration, there shall be a presumption that the Enforcement Party is entitled to monetary damages equal to the cost of replacing cut, removed or killed trees or other vegetation with trees or vegetation of comparable size and variety.
- If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee and/or Contiguous Owners Association shall have the right, but not the obligation, by and through its agents and employees contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee

and/or Contiguous Owners Association shall be collected in any reasonable manner from the Owner. Neither the Committee and/or Contiguous Owners Association nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee and/or Contiguous Owners Association, such charge has remained due and payable for an unreasonable long period of time, the Committee and/or Contiguous Owners Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Committee and/or Contiguous Owners Association in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

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

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

IN WITNESS WHEREOF, the said party, as Developer of the above described subdivision, has hereunto set his hand and seal this 11th day of September, 1995.

ACRES OF DIAMONDS, INC.

By: Duane Lane  
Duane Lane

By: Patricia Lane  
Patricia Lane

By: Robert D. Bowman Jr.  
Robert Bowman, Jr.

By: Susan K. Bowman  
Susan K. Bowman

STATE OF INDIANA

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COUNTY OF HENDRICKS

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Before me, a Notary Public, in and for said County and State, personally appeared Duane Lane, Patricia Lane, Robert Bowman, Jr. and Susan K. Bowman, of Acres of Diamonds, Inc. who acknowledged the execution of the foregoing Restrictive Covenants of Acres of Diamonds and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 11th day of September, 1995.

My Commission Expires:

February 13, 1998

Nancy J. Wiggam  
Signature of Notary Public

County of Residence:

Hendricks

Nancy J. Wiggam  
Printed Name of Notary Public

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

That portion of the northeast quarter of Section 32 - Township 16 North - Range 1 West of the second principal meridian, Hendricks County, Indiana more particularly described as follows:

Considering the west line of said northeast quarter as bearing North 00 degrees 04 minutes 50 seconds East with all bearings contained herein relative thereto.

BEGINNING at the southwest corner of said northeast quarter, monumented by a 5/8 inch rebar with cap; thence on and along the west line of said northeast quarter North 00 degrees 04 minutes 50 seconds East 1098.46 feet (Deed = North 00 degrees 21 minutes 38 seconds East ) to a 5/8 inch rebar with cap; thence North 75 degrees 54 minutes 42 seconds East 674.07 feet (Deed = South 75 degrees 42 minutes 38 seconds West 679.59 feet) to the centerline of State Road 236 marked by a 5/8 inch rebar with cap, same being the beginning of a non-tangent curve to the right having a central angle of 4 degrees 26 minutes 23 seconds and a radius of 2850.00 feet and a radial line passing through said point bearing South 55 degrees 07 minutes 34 seconds West; thence southeasterly on and along the arc of said curved centerline 220.84 feet to a PK nail; thence leaving said curve tangent on and along said centerline South 39 degrees 18 minutes 49 seconds East 827.39 feet to the beginning of a tangent curve to the left, marked by a PK nail, having a central angle of 3 degrees 33 minutes 45 seconds and a radius of 2623.56 feet; thence southeasterly on and along the arc of said curved centerline 163.13 feet to a PK nail; thence leaving said curve tangent on and along said centerline South 42 degrees 52 minutes 34 seconds East 321.75 feet to the beginning of a tangent curve to the right, marked by a PK nail, having a central angle of 8 degrees 15 minutes 31 seconds and a radius of 800.00 feet; thence southeasterly on and along the arc of said curve 115.31 feet to the south line of said northeast quarter, marked by a PK nail; thence leaving said centerline North 89 degrees 55 minutes 26 seconds West 1710.95 feet (Deed = North 89 degrees 46 minutes 34 seconds West 1722.80 feet) to the POINT OF BEGINNING.

The above-described parcel contains 32.64 acres and is subject to the right of way of State Road 236 and all easements and rights of way of record.