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DECLARATION OF COVENANTS AND RESTRICTIONS OF AUGUSTA PROPER

THIS DECLARATION, made as of the 6th day of October, 1997 by Pittman Partners, Inc., an Indiana Corporation ("Declarant");

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the legal or equitable owner of the real estate located in Marion County, Indiana, described in Exhibit "A." upon which Declarant intends to develop a residential subdivision to be known as Augusta Proper (hereafter "Augusta Proper");
- B. Declarant has or will construct certain improvements and amenities which shall constitute offsite Drainage Area
- C. Declarant desires to provide for the maintenance of the Drainage Area and to this end desires to subject the Tract to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots in the Tract and the future owner thereof.
- D. Declarant deems it desirable, for the efficient preservation of the values and amenities in Augusta Proper, to create an agency to which may be delegated and assigned the powers of owning, maintaining and administering the Drainage Area and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, promoting the recreation, health, safety and welfare of the Owners of Lots in Augusta Proper and performing the duties and obligations required under this Declaration
- E. Declarant shall incorporate under the laws of the State of Indiana a non profit corporation known as Augusta Proper Homeowners Association, Inc , for the purpose of exercising such functions

FILED

NOV 24 1997

PIKE TOWNSHIP
ASSESSOR

JOHN E. VON ARX
MARION COUNTY AUDITOR

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RECEIVED
PIKE TOWNSHIP
ASSESSOR
NOV 24 1997

NOW, THEREFORE, Declarant hereby declares that all of the Lots, except Lot #20, in the Tract as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots in the Tract, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and each of the Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant and its successors in title to the Tract or any or parts thereof

1 Definitions: The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

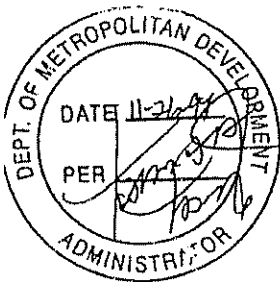
"Articles" means the Articles of Incorporation of the Corporation, as amended from time to time

"Assessments" means all sums lawfully assessed against the Members of the Corporation or as declared by this Declaration, and supplemental Declaration, the Articles or the By-Laws

"Augusta Proper" means the name by which the Tract shall be known

"Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws

"By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time



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Inst # 1997-0182919

"Corporation" means Augusta Proper Homeowners Association, Inc., an Indiana non profit corporation, its successors and assigns.

"Declarant" means Pittman Partners, Inc. its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by deed from Declarant

"Drainage System" means the area described on Exhibit "B" and as depicted on Exhibit "C"

"Lot" means a platted lot as shown on the Plat

"Maintenance Costs" means all of the costs necessary to keep the Drainage System so that there is a free flow of drainage water and to keep it free from any health or safety hazards, the costs to operate street lighting if it is installed, and the cost of snow removal in the dedicated streets, and the costs to properly insure the homeowner's association

"Owner" means a Person, including Declarant who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation. For voting purposes, each Lot is considered to have one Owner and, therefore, will receive one vote

"Person" means an individual, firm, corporation, partnership association, trust or other legal entity, or any combination thereof.

"Plat" means a final secondary plat of the Development Area recorded in the Office of the Recorder of Marion County, Indiana

"Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and incidental to the use of a single family residential lot

"Sign and Landscape Easement" (SLE) means the area on the Plat designated for the potential installation of a community entry sign and landscaping

"Tract" means the real estate described in Exhibit A

- 2 Declaration Declarant hereby expressly declares that the Tract shall be subject to these restrictions, except to the owner of Lot 20. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions to keep, observe, comply with and perform such Restrictions and agreement
- 3 Drainage System The Drainage System has or will be constructed for the purpose of controlling drainage within and adjacent to the Development Area. Declarant shall maintain the Drainage system in good condition satisfactory for the purpose for which it was constructed until the drainage system is accepted as a legal drain by the City of Indianapolis. After such date, the corporation shall maintain the Drainage System to the extent not maintained by the City of Indianapolis.
- 4 Other Restrictions

- a all residential units will have driveways surfaced in asphalt or concrete materials
- b each single family dwelling unit shall have a minimum of 1200 square feet of living area, which minimum shall be exclusive of garages, patios, open porches and breezeways
- c each single family dwelling unit shall have a garage that can, at a minimum, house 2 cars
- d uniform mail boxes shall be used for the entire site.
- e sidewalks shall be placed on both sides of the interior streets

5 Augusta Proper Homeowner's Association, Inc.

- a Membership Each Owner shall automatically be a member and shall enjoy the privileges and be bound by the obligations contained in this Agreement
- b Powers. The corporation shall have such powers as are set forth in this Declaration and together with all other powers that belong to it by law
- c Classes of Members The Corporation shall have two classes of members as follows:
Class A - Every Person who is an Owner shall be a Class A member Each Lot will have one Owner and therefore will be considered to be one Class A member for voting purposes
Class B - Declarant shall be a Class B member The Class B membership shall terminate when all of the Lots in the Development Area have been sold.
- d Voting and Other Rights of Members The voting and other rights of members shall be one vote for each Class A member and ten votes for each Class B member

6. Assessments.

- a Creation of the Lien and Personal Obligation of Assessments Declarant hereby covenants, and each Owner of any Lot, except Lot #20, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the Following: (1) Maintenance Assessment
- b Maintenance Assessment
 - (i) Purpose of Assessment The Maintenance Assessment shall be collected annually for the purpose of maintaining the Drainage System as described and depicted on Exhibits B and C, paying for street lighting, snow removal if necessary, entry signage and landscaping that may be installed in the SLE and homeowners insurance
 - (ii) Basis for Assessment
 - (1) Lots Generally Each lot owned by a Person other than the Declarant or Builder of a Residence shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot
 - (2) Lots Owned by Declarant or Builder No Lot owned by Declarant or the Builder of a Residence shall be assessed by the Corporation except such Lots as have been improved by the construction thereon or Residences which shall be subject to assessment as provided in Clause (1) above.
 - (iii) Method of Assessment By a vote of a majority of the Directors, the Board of Directors shall fix the Maintenance Assessment at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation The full amount shall be due in January of 1998 The foregoing notwithstanding, until December 31, 1998 the uniform rate of the Maintenance Assessment for each Lot in the Tract shall be \$100 per year

7 Notice of Unpaid Assessment.

The Corporation shall, upon request of a Mortgagee, a proposed mortgage, or a proposed purchaser who has a contractual right to purchase a residence, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments against the Residence and the Owners, and any Mortgagee or grantee of the Residence shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement

8 Amendments.

a Generally This Declaration may be amended at any time by an instrument signed by (i) the appropriate officers or the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Class A members cast at a meeting duly called for the purpose of amending this Declaration and, to the extent required herein (ii) Declarant

b. By Declarant Declarant hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to December 31, 2000.

9 Insurance.

The Corporation shall carry liability insurance at all times in an amount of not less than \$1,000,000. In addition, said insurance shall name Lawrence E. Reitz and Copher Children's Partnership and their successors and assigns as certificate holder on the policy as it pertains to the drainage easements granted as instrument #'s 1997-0134324 and 1997-0134326

IN TESTIMONY WHEREOF, Declarant has executed this Declaration as of the date set forth above

Pittman Partners, Inc


Steve A. Pittman, President

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steve A Pittman the President of Pittman Partners, Inc . and acknowledge the execution of this instrument and his voluntary act and deed affixed his signature thereto

Signature Shelley A. Pittman
Printed Shelley A. Pittman
County of Residence Ham:Par

My Commission expires:
June 12, 1998

This instrument was prepared by Pittman Partners, Inc

EXHIBIT A - LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 3 East of the Second Principal Meridian, Marion County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section; thence North 89 degrees 50 minutes 01 seconds East (assumed bearing) on the North line thereof 835.31 feet to a point on the North right-of-way line for the extension of Guion Road as indicated by this plat, said point also being the POINT OF BEGINNING of this description; thence continuing North 89 degrees 50 minutes 01 seconds East on the North line of said Quarter Quarter Section 166.68 feet to the Northwest corner of Bradford Woods recorded as Instrument No. 930138812 in the Office of the Recorder for Marion County, Indiana; thence South 00 degrees 06 minutes 39 seconds West along the West line of said Bradford Woods and the extension thereof 1039.32 feet; thence North 89 degrees 59 minutes 57 seconds West 333.77 feet; thence North 00 degrees 10 minutes 20 seconds East 380.27 feet; thence North 41 degrees 45 minutes 58 seconds West 209.67 feet; thence North 00 degrees 05 minutes 23 seconds East 205.55 feet to a point on the aforesaid North right-of-way line for the extension of Guion Road; thence North 46 degrees 00 minutes 49 seconds East on said North right-of-way line 427.11 feet to the place of beginning, containing 8.774 acres, more or less.

Proposed Drainage Easement

Part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 3 East, Marion County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section; thence North 89 degrees 50 minutes 01 seconds East (assumed bearing) along the North line of said Quarter Quarter Section 835.31 feet; thence South 46 degrees 00 minutes 49 seconds West 567.11 feet; thence South 29 degrees 21 minutes 23 seconds East 204.59 feet; thence South 00 degrees 05 minutes 23 seconds West 388.76 feet to the POINT OF BEGINNING of this description; thence North 90 degrees 00 minutes 00 seconds East 139.47 feet; thence South 00 degrees 10 minutes 20 seconds West 107.68 feet; thence South 90 degrees 00 minutes 00 seconds West 20.00 feet; thence North 18 degrees 24 minutes 24 seconds West 92.41 feet; thence South 90 degrees 00 minutes 00 seconds West 90.00 feet; thence North 00 degrees 05 minutes 23 seconds East 20.00 feet to the point of beginning, containing 0.133 acres, more or less

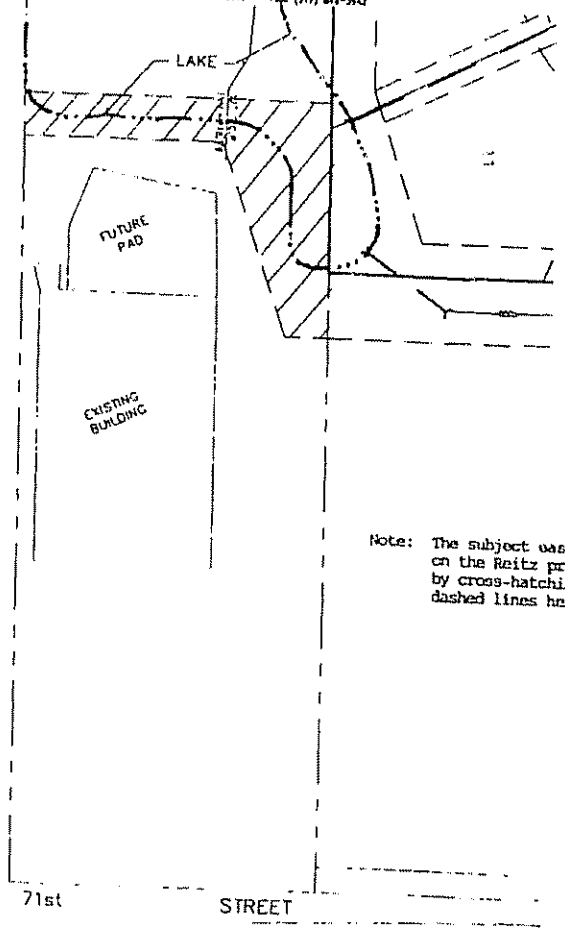
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EXHIBIT " B "



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JOB # _____
CONTROL # 25043



Note: The subject easement located on the Reitz property as shown by cross-hatching within the dashed lines hereon.

EXHIBIT " c "