

COVENANTS  
FOR  
**AUSTIN LAKES SEC. 2**  
HENDRICKS COUNTY

ENTERED FOR RECORD

BOOK

120 FEB 5 1990 PAGE 147-60

90

BOOK 120 PAGE 648

*Bonnie D. Moulton*  
 HENDRICKS COUNTY REC'D

## RESTRICTIONS OF "AUSTIN LAKES, SECTION 1"

Austin Lakes Joint Venture, as Owner and Developer and Dura Builders, Inc., of Austin Lakes, Section 1, a subdivision located in Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana, does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision unto themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations 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 in their entirety to all of said subdivision:

## 1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Mark E. Sanders and G. E. Aguirre, 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. "Association" shall mean the Austin Lakes Property Owners Association as created by the Developer.

D. "Developer" shall mean Austin Lakes Joint Venture or their assigns.

E. "Plat" or "Plats" shall mean the subdivision plat or plats for Austin Lakes, Section 1 as originally recorded on the 5 day of February, 1990, as Instrument # 89, in the Office of the Recorder of Hendricks County, Indiana, as the same may be hereafter amended, revised or supplemented.

BOOK 120, PAGE 649

F. "Development" shall mean and refer to the residential development which now exists or may hereafter be created within the above described real estate located in Hendricks County, Indiana.

G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) lot within the Development.

H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

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

J. "Common Area "A"; Common Area "B"; Common Area "C", and Landscape Easement" which are herein designated as Common Areas. The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or entryways, nature areas, landscape areas, parks and recreation areas, paver brick in the dedicated streets, if any;
3. for the use of the Association for the management and control of retention and detention ponds or entryways and nature areas, landscape areas, parks and recreation areas, paver brick in the dedicated streets, and the installation, maintenance and repair of improvements thereto.

They shall be governed by the Austin Lakes Property Owners Association.

2. Land Use. Lots shall be used only for 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 sanitary sewer easements, drainage easements, and utility easements.

BOOK 120, PAGE 650

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 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 1400 square feet. The ground 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 800 square feet, with no less than a total of 1600 square feet of finished floor space in such two-story structure. The aggregate of a two-story dwelling shall be a minimum of 800 square feet on a tri-level dwelling.

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 or by the Ordinances of Hendricks County, Indiana, as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.

5. 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 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. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

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. The Committee's approval or disapproval as required in these covenants shall be in writing. 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 approved and the provisions of this Covenant satisfied.

BOOK 120 PAGE 651

**9. Covenants for maintenance assessments through Austin Lakes Property Owners Association.**

**A. Creation of the Lien and Personal Obligation of Assessments.**

The Developer, being the owner of Austin Lakes, Section 1 subdivision hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the 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, 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 Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots 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 Common Areas situated upon the development including, but not limited to, the payment of taxes and 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 10 herein.

**C. Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of Austin Lakes, Section 1 subdivision shall be in the amount of \$25.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Austin Lakes Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Austin Lakes Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

BOOK 120, PAGE 652

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot 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. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members 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.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the 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 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 Association. For the purposes 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.

BOOK 120 PAGE 653

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the 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 Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The 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 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 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 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, such 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.

BOOK 120 PAGE 654

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 easement 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 Austin Lakes, Section 1 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 two (2) members, Mark E. Sanders and G. E. Aguirre, which Initial Board shall serve until the sale of three-fourths of the lots in the Development or until January 1, 1996, whichever first occurs.

10. No parcel of land shall be re-divided into a smaller parcel.

11. All lots shall belong to the Austin Lakes Property Owners Association and shall be governed by the By-Laws of such association.

12. 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.

13. Utility Building and/or Barn. There shall be no storage or utility buildings, barns, or other outbuildings on any lot within the subdivision.

14. 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



BOOK 120 PAGE 655

single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.

15. **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.

16. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision, except that Austin Lakes Property Owners Association has exclusive authority to allow trapping in the ponds.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

22. **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

BOOK 110 PAGE 656

or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of 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.

23. 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.

24. 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.

25. Driveways. Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material. Any paver brick and its design, material and color shall be approved by Architectural and Environmental Control Committee.

26. 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.

27. 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.

28. Exterior Antennas and Satellite Dishes. No television or radio antennas, satellite dishes 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.

29. Sidewalks. Concrete sidewalks with a minimum width 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 fronting 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

BOOK 120 PAGE 657

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.

30. **Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

31. **Mail Boxes.** 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.

32. **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 the 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.

33. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water or surface runoff onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.

34. **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.

35. **Clothes Lines.** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

36. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn 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.

BOOK 120 PAGE 658

44. **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.

45. **Street Lights at Intersections.** Developer may install street lights at any intersection and may transfer said light and obligations to the Association.

46. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee.

47. **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. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

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 clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee 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 reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any 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, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, 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's fees, incurred by the committee 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

BOOK 120 PAGE 659

37. **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.
38. **Gardens.** No garden shall be visible from any street and no garden shall be larger than the dimensions five feet (5') by ten feet (10').
39. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.
40. **Rules Governing Building on Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of 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).
41. **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 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.
42. **Blanket Easement.** Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the development, with this blanket temporary easement being supplementary to the easements depicted on the plat of Austin Lakes, Section 1.
43. **Easement Area of Lakes.** Any easement areas for lakes, as shown of 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.

BOOK 120 PAGE 650

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.

48. 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 lots has been recorded agreeing to change said covenants in whole or in part.

49. 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 undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 19th day of January, 1990.

AUSTIN LAKES JOINT VENTURE

BY: Mark E. Sanders  
Mark E. Sanders, President of Sanders Building & Contracting Co., Inc.; General Partner

BY: G. E. Aguirre  
G. E. Aguirre, President of Bien, Inc.; General Partner

DORA BUILDERS, INC.

BY: Paul Shoopman  
Paul Shoopman, President



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared the above and acknowledged execution of this instrument as their voluntary act and deed, for the uses and purposes therein expressed.

Witness my signature and Notarial Seal this 19th day of January, 1990.

Shirley J. White  
Shirley J. White  
Notary Public

County of Residence: Hendricks  
My Commission Expires: May 21, 1993

This instrument prepared by Lee T. Cramer, attorney at law, Danville, Indiana

Requested By: SEN 08/30/2004

200308237121  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
08-26-2003 At 09:53 AM.  
AMEND COVEN 40.00  
OR Book 455 Page 1651 - 1665

### AMENDMENT TO THE RESTRICTIVE COVENANTS OF AUSTIN LAKES

The Austin Lakes Homeowners' Association, (the Association), by its duly authorized officer, now files and records this Amendment to the Restrictive Covenants of Austin Lakes, previously recorded at Book 120, Page 648 in the Office of the Hendricks County Recorder, as amended from time to time. This Amended Covenant shall pertain and apply to all sections of Austin Lakes.

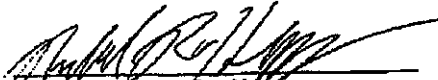
The Association attaches a list of the signatures of the homeowners voting in favor of this Amendment.

The Restrictive Covenants are hereby AMENDED to add the following clause:

**Rental of Property.** All homes shall be occupied by the owner as their primary residence. A land contract purchaser shall be considered an owner, but a renter or lessee is not. No home shall be used primarily as rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a "For Sale" sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental period. An owner must show that he is actively marketing the home and all dues and assessments are current. The Association shall not withhold its approval for an extension except for good cause. This amendment is effective upon recording. This amendment shall not apply to any home that is presently under a rental agreement or lease, unless such home is sold to a new owner after recording.

IN WITNESS WHEREOF, the undersigned sets his hand and seal this 14<sup>TH</sup> day of AUGUST, 2003

THE AUSTIN LAKES PROPERTY OWNERS ASSOCIATION, INC.  
BY:

  
\_\_\_\_\_  
President  
STATE OF INDIANA )  
COUNTY OF MARIANA )

Before me, a Notary Public, personally appeared Randall B. Hawley, and acknowledged execution of the above and foregoing as his/her voluntary act and deed.  
Witness my hand and Notarial Seal this 14<sup>th</sup> day of August, 2003.

Signature Eddie Shore

Printed Eddie Shore

1593

Requested By: BEN 08/30/2004

2.

## Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

**Proposed Rental Covenant**  
*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
Tim Somerville	400 Austin Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Johnson	392 Austin Dr.	[Signature]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Koss Howell	384 Austin Dr.	[Signature]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT J. COOPER	410 AUSTIN DR	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATRICK ROBISON	421 AUSTIN DR	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teresa Rode	429 Austin Dr.	[Signature]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Sartin	437 Austin Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Miller	8490 Inland Dr.	[Signature]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOHN O'MEARA	453 AUSTIN DR	[Signature]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOUG KREMER	477 AUSTIN	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STACY BARROW	8498 INLAND DR.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Fidler	8444 Inland Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROB CHRISTIAN	445 AUSTIN	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE LEEDS	8301 Bayshore	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WENDELL SOMMERS	376 Austin Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kim Hornaday	4101 Austin Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KURT HAINES	8500 Inland Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Harloff	8488 Inland Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PENNY KOTTAIDIS	412 SEABREEZE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STACY KOTTAIDIS	412 SEABREEZE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





Requested By: BEN 00/30/2004

6-1

### Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

**Proposed Rental Covenant**

**Rental of Property.** "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a "For Sale" sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
VACANT	8307 CRESTVIEW CIRCLE		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Adam Norman	8366 CRESTVIEW CIRCLE	<i>Adam Norman</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Camie Martin	8342 Crestview Cir.	<i>Camie Martin</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheila Thomas	8343 Crestview Cir	<i>Sheila Thomas</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VACANT	8308 CRESTVIEW CIRCLE		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doreen O'Leary	5319 Nicole Ct	<i>Doreen O'Leary</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shari Roseberry	8312 NICOLE CT.	<i>Shari Roseberry</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daniel R. Weiss	8320 Nicole Ct	<i>Daniel R. Weiss</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John A. Cyma	8173 Austin Ct	<i>John A. Cyma</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Hutchings	8152 AUSTIN CT	<i>Mike Hutchings</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARV W. WISLE	8171 AUSTIN CT	<i>Marv W. Wisle</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kim Withycombe	248 NICOLE	<i>Kim Withycombe</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARC BEANON	324 NICOLE	<i>Marc Beanon</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kristy & David Dorian	362 Nicole	<i>Kristy Dorian</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William	174 Nicole Blvd.	<i>William</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Steve Olson	8159 AUSTIN CT.	<i>Steve Olson</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Vaseloff	8341 Nicole Ct	<i>Steve Vaseloff</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steven W. Davis	180 Austin Dr.	<i>Steven W. Davis</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Requested By: BEN 09/30/2004

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### Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

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Linda Bellis	368 Austin Dr	Linda Bellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tim Bittel	349 AUSTIN DR	Tim Bittel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lauren Hedman	335 Austin Dr.	Lauren Hedman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sue Wilson	332 Austin Dr	Sue Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENNIS SCOTT	311 WINDWARD CIRCLE	Dennis Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STACY ECKHART	301 Windward Cir	Stacy Eckhart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pam Trick	295 Windward Cir.	Pam Trick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KENKE LAWSON	294 WINDWARD CIRCLE	Kenke Lawson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Alred	8267 Portside Dr	Susan Alred	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KATHY DAVIS	8233 Portside Dr	Kathy Davis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PAUL ELLIS	8250 PORTSIDE DR	Paul Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sara Mayo	8284 Portside Dr.	Sara Mayo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Niddeman	366 WINDWARD CIR	Mark Niddeman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andy Kubick	365 Austin Dr	Andy Kubick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alicia Coy	302 Windward Circle	Alicia R. Coy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan Jones	8270 Portside Dr	Ryan Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terri Mulin	8277 Portside Dr	Terri Mulin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wm Morley	8262 Portside Dr	Wm Morley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Requested By BEN 08/30/2004

6

### Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

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Printed Name	Street Address	Signature	For	Against	Abstain
TED CARR	8183 AUSTIN CT	Ted Carr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Whiteside	8168 AUSTIN CT	Jim Whiteside	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE MORGAN	231 Nicole Blvd	Mike Morgan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
St. J. Mc	225 Nicole Blvd.	Stewart J. Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terresa Maurer	233 Nicole Blvd	Terresa Maurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARK ORRWAY	292 NICOLE BLVD	Mark Orrway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michelle Williams	8325 Crestwood Circle	Michelle Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Wineinger	266 Nicole Blvd	Brian Wineinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TONY MAURER	233 Nicole Blvd	Tony Maurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rita K. Taylor	316 Nicole Blvd	Rita K. Taylor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILLIAM E LARISON	348 NICOLE BLVD	William E Larison	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donna Russell	237 Watercrest Way	Donna Russell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jodi Brown	371 Watercrest Way	Jodi Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Walker	8411 INLAND DR	John Walker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kathy Blouffer	263 Watercrest	Kathy Blouffer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Douglas E. Boral	301 Watercrest Way	Douglas E. Boral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Franky Garcia	321 Watercrest Way	Franky Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SHELBY PUGHETT	8457 INLAND DR AVON IN	SHELBY PUGHETT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TERRI HAMMICK	179 AVON DAWE	TERRI HAMMICK	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>







Requested By: BEN 08/30/2004

### Proxy Vote - Proposed Austin Lakes Rental Covenant

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Printed Name	Street Address	Signature	For	Against	Abstain
	233 Nicote		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Baker	8242 Bayshore Ln	Monica Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike DeGuz	8260 Bayshore Ln	Mike DeGuz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rich Haffgrave	8276 Bayshore Ln	Rich Haffgrave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8298 Bayshore Ln		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500 * Mollie	8314 Bayshore Ln	K. Mauday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rentol	8338 Bay Shore Ln	Renters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	420 Austin Dr	Kensi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kimberly A Love	426 Austin Dr	Kimberly A Love	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Grimes	430 Austin Dr	Dennis Grimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Yancey	444 Austin Dr	Jerry Yancey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Timmerly	436 Austin Dr	St. Timmerly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom and Mary Malloy	450 Austin Dr	Tom Malloy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debbie Ambush	456 Austin Dr	Debbie Ambush	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ann-Karl Swihart	462 Austin	Karl Swihart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ken Shotts	450 Hyannis	Ken Shotts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Denny Batalis	464 Hyannis	Denny Batalis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE UBEHOR	486 Hyannis	Mike Ubehor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Kimmell	491 Hyannis	Robert Kimmell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rentol	479 Hyannis	Renters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Requested By: DEN 03/30/2004

### Proxy Vote -- Proposed Austin Lakes Rental Covenant

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Printed Name	Street Address	Signature	For	Against	Abstain
Scott Rineff	8452 Inland Drive	Scott Rineff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon D. Giles, Jr.	8422 Inland Dr.	Jon D. Giles, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Ward	8449 Inland Dr	Rick Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David K. Good	8441 Inland	David K. Good	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tim Smith	8435 Inland	Tim Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerel Cable	8405 Inland	Jerel Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jodi Draper	8379 Inland Dr	Jodi Draper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Virginia Wallace	317 Seabreeze	Virginia Wallace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kathy Downing	8436 Inland	Kathy Downing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Christi Harris	8400 Inland Dr.	Christi Harris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Crane	250 Inland Cir	Linda Crane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michelle McCoy	272 Inland Cir.	Michelle McCoy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Larry E. Dellar	287 Inland Cir	Larry E. Dellar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Kopper	8484 Inland Dr	Fred Kopper	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
James D. Cawthorn	8485 Inland Dr.	James D. Cawthorn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thomasina Mordin	8468 Inland	Thomasina Mordin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Krizenich	8444 Inland Dr	Greg Krizenich	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McLinda Gardner	Inland	McLinda Gardner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Benton	8476 Inland Dr.	Jay Benton	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requested By: BEN 08/30/2004

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### Proxy Vote - Proposed Austin Lakes Rental Covenant

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Printed Name	Street Address	Signature	For	Against	Abstain
David R. Coas	252 Austin Drive	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeanne Chen	257 Austin Dr	<i>[Signature]</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. Schuck	229 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Gilbert	209 Austin Dr.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Danley Cummins	191 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Copeland	200 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jamie Weimer	190 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maria Bittman	2108 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert A. Ford	312 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIE WALTERS	368 WATERCRESS WAY	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUSAN ROSS	246 WATERCRESS WAY	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judy Kinyon	232 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. E. J. J.	294 Austin Dr.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hil Rhonda Stewart	305 AUSTIN DR	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert + Patricia Talbot	8357 INLAND DR.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrie M. Garson	276 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Janet Falkenberg	237 Austin	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Requested By: BEN 03/30/2004

14

### Proxy Vote - Proposed Austin Lakes Rental Covenant

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Printed Name	Street Address	Signature	For	Against	Abstain
Tim L P's	402 SEABREEZE CIRCLE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[Name]	307 Seabreeze Cir	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINDA KAYER	8438 SKIPPER'S CT	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOD VIDOVICH	8446 SKIPPER'S CT.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KARIE MIZE	402 SEABREEZE CIRCLE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARB KILKARRIS	242 AUSTIN SA.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[Name]	324 SEABREEZE CIR.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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[Name]	305 Seabreeze Cir	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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done  
03/30

