

# AUTUMN WOOD FARMS

## SECONDARY PLAT

### DECLARATION OF COVENANTS AND RESTRICTIONS

#### AUTUMN WOOD FARMS

C. Michael Verble and Kathy J. Verble ("Developers") has executed this Declaration of Covenants and Restrictions ("Declaration") this 17th day of February, 1987, for the purpose of (i) establishing minimum standards pertaining to the development, use, and maintenance of certain real estate in Hamilton County, Indiana, described in Exhibit A attached hereto, incorporated herein and referred to herein as "Autumn Wood Farms" and (ii) ensuring the stability of land and improvement values in Autumn Wood Farms; and by such execution, Developer as the owner of Autumn Wood Farms declares that the standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to and run with the real estate described in Exhibit A and shall ensure to the benefit of and be a charge upon the owners and occupants of such real estate.

A Plat of the real estate described in Exhibit A has been recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_ in the Office of the Recorder of Hamilton County, Indiana, and all references herein to the "Plat" are to such recorded plat.

The following standards, covenants and restrictions are established for Autumn Wood Farms:

1) **LAND USE.** Lots may be used only for residential purposes and only one (1) single family dwelling, a private garage and other such outbuildings (not for the use of a residential lot) may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses in Autumn Wood Farms than the number of original lots shown on the plat.

**Streets:** The streets as shown on the within plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversions thereon, whenever discontinued by law.

2) **BUILDING CONTROL.** Prior to construction of any structure upon a lot, the Building Plans, including plot plans, site storm drainage and grading plan, specifications, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer for its approval, said approval to be evidenced by a written instrument executed by the Developer and delivered to the person or persons requesting such approval.

The Developer is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall project storm drainage plan as specified in the approved final construction plans for Autumn Wood Farms. No change will be made to any purchaser of a lot for examination of plans for zoning approval for construction thereon. In the event the Developer does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) days after submission, the Developer is deemed to have approved such plans.

3) **BUILDING LOCATION AND GRADE LINE ELEVATION.** No building may be erected between the building line shown on the Plat and the front lot line; and no structure or part hereof may be built or erected nearer than 15 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevation, shown on the Plat, is hereby established for each lot and no grade line can be constructed lower than said minimum without the written consent of the Developer and the Building Commissioner of the City of Carmel. Demonstration of adequate storm drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

4) **EASEMENTS FOR DRAINAGE, SEWAGE, UTILITIES AND ACCESS.** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three (3) as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows:

(a) **Drainage easements (DE)** are created to provide paths and courses for area and local storm drainage, either overland or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, and shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said easements are for the mutual use and benefit of the owners of all lots in Autumn Wood Farms.

(b) **Sewer easements (SE)** are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal systems designed to serve Autumn Wood Farms and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

(c) **Utility easements (UE)** are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

a) **Height restriction.** The Developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Developer, therefore, will approve rear perimeter fences up to 4 feet in height which otherwise meet these guidelines. The Developer will give consideration, however, to a variance in this height limit where the rear line of a lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of 6 foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area will be permitted. The specific fence height restrictions are as follows:

1) Property fencing and walls above grade shall not exceed 4 feet above grade unless otherwise approved by the Developer.

2) The Developer will not ordinarily approve any proposed fence which exceeds 4 feet in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.

3) Patio screens/privacy fences shall not exceed 6 feet in height, except for pools and recreational fences as provided herein.

b) **Materials and Finish.**

1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.

2) The installation of a chain-link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material. Black or dark green are preapproved all other colors must be approved prior to construction.

3) All fencing of screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side of adjoining property.

4) Walls above grade should be constructed of natural stone, masonry, or attractive timber.

5) **Size of Dwelling.** The ground floor area of the main structure shall be not less than 2600 square feet in the case of a one story structure, nor less than 1500 square feet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 3000 square feet. These square footages refer only to finished interior living space, excluding open patios, finished lower levels, porches, garages, etc.

6) **Roofing Materials.** All roofs are to be cedar wood shakes with medium weight minimum or 300 pound asphalt roof. Any other type of roofing material must be approved by developer.

7) **Garages.** All homes to have minimum two car attached garages, with electric door openers.

8) **Driveways.** All driveways to be asphalt or concrete paved.

9) **Flat Roofs.** No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches.

10) **Garage Doors.** Any ell or front facing garage doors must have door design approved by Developer. Generally recessed doors with higher grade redwood or similar doors will be required.

11) No heat pumps, air conditioning units, or gas meters will be installed on the front of the house.

12) If storm doors are installed, they must be painted to match exterior of the home. No unfinished aluminum storm windows or doors will be allowed.

13) All gutters and downspouts other than copper, will be painted or prefinished painted aluminum to match the exterior of the home.

14) All metal roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to rear of the house.

15) **Plumbing.** All plumbing vent stacks to be on rear of house. Sump pump lines shall be connected to underground laterals or storm sewers as provided in the plat.

16) **Street Cleaning.** Builder to finish cleaning in front of his house upon completion, and rough clean the street periodically during construction. Rough cleaning should be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.

17) **Yard Lights.** All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to their lots, the style and type of which will be selected by the Developer and shall be the standard for the entire subdivision.

#### GENERAL PROHIBITIONS

1) **In General.** No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

2) **Vehicle Parking.** No trucks, camper, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless the same shall be stored in an enclosed, attached garage.

3) **Exterior Antenna.** Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any lot owner on the exterior of a house or on a lot. Satellite dishes absolutely must be completely screened from view by means of approved fencing and landscaping and must be approved by Developer.

4) **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

5) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots so such that they will not be a nuisance.

6) **Storage Tanks.** Any gas, propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of any caustic chemicals is prohibited.

7) **Temporary Structures and Outbuildings.** No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same design and materials as the primary structure.

8) **Signs.** No sign of any kind shall be displayed to the public view of any lot except that one sign per builder and one per realtor of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent.

9) **Prohibition of Used Structures.** All structures constructed or placed on any Lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such Lot.

10) **Building Completion.** Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the time of commencement of the building process. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

11) **Assessments.** The Developer may make assessments to cover maintenance or in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of a Builder or lot owner hereunder but which such Builder or lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against the Builder or lot owner whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.

12) **Lien of Assessments.** Each owner of a lot by acceptance of a deed hereon, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in the manner herein provided. All such assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against each such owner until the same is made up in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same become due and payable shall bear interest from the due date at a percentage rate not greater than eighteen percent (18%) per annum to be established by the Developer. The Developer of any member thereof shall be authorized to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment plus any expenses or costs, including attorney's fees, incurred by the Developer or such member in collecting the same. If the Developer has provided for collection of any assessment in installments, upon default in the

19) **Entrance Wall, Fence and Landscape Maintenance Easement.** The portions of the development designated as the entrance wall, fence, and landscape easement, hereafter called Entrance Easement, shall be easements for the location and placement subdivision entrance wall, identification signs and landscaping. The Association shall maintain the wall, wall sign, fence and wall landscaping in good and attractive state of repair and only for such purposes shall have a right to enter upon the easement area.

As used herein, the term "lot" means a lot depicted on the Plat.

20) **Deed of Dedication-Autumn Wood Farms.**

A deed of dedication, in substantially the following form, shall appear on every final plat for a subdivision.

We, the undersigned, C. Michael Verble and Kathy J. Verble, owners of the real estate shown and described herein, do hereby certify that I have laid off, platted and subdivided and do hereby lay off, plat and subdivide, said real estate in accordance within plat.

The subdivision shall be known and designated as Autumn Wood Farms, an addition to Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat. Between these lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked "easement" reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines, and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots fronting this subdivision shall take their titles subject to the rights of the public utilities.

#### AUTUMN WOOD FARMS HOMEOWNER'S ASSOCIATION

The Autumn Wood Farms Homeowner's Association, hereafter called Association, is hereby established for the purpose of maintaining the entrance easement and improvements and to promote and administer the covenants for the benefit of Autumn Wood Farms. The Association shall have and is hereby granted an easement and the right of access to the entrance wall, fence and landscape maintenance easement as illustrated on the recorded plat for the purpose of maintaining or repairing or causing the same to be maintained or repaired as its obligation and duty under this declaration.

1) **Membership.** Initially, the developer shall be the sole member and shall function as the Association until title has passed to three or more lots. Every owner of a lot shall be a member of the Association, and membership in the Association shall be appurtenant to and may not be separated from the ownership of any lot.

Prior to the purchase of a lot each prospective lot owner shall receive a copy of the by-laws of the Association which shall more particularly identify the election process and duties of the Association.

a) **Classes of Membership and Voting Rights.** The Association shall have two (2) classes of voting membership: Class A: Class A members shall be all Owners with the exception of the Developer. Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as the members holding such interest in such Lot determining themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. Class B: The Class B membership shall be the Developer. The Developer shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or

2) on January 1, 1991.

b) **Board of Directors.** The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

c) **Professional Management.** No contract or agreement for professional management of the Association, nor any other contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

2) **Covenant for Maintenance Assessments.**

f) **Uniform Rate Assessment.** Regular Annual Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots.

g) **Date of Commencement of Assessments; Due Dates.** The Regular Assessment provided for herein shall commence as to each Lot on the date of conveyance of such Lot by Developer.

The Board of Directors shall fix an increase in the amount of such assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period for any Special Assessment, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

b) **Effect of Nonpayment of Assessments; Remedies of the Association.** If any assessment for periodic installment of such assessment, if applicable is not paid on the due date established by the Association, then the entire unpaid assessment (together with interest thereon) shall become due and payable, and shall become delinquent and shall constitute a continuing lien on the Lot to which such assessments relate, binding upon the then Owner, his heirs, assigns, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided; costs of the action and reasonable attorneys' fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

1) **Subordination of the Lien to Mortgage; Sale or Transfer.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or actions in which such Lot is sold or otherwise disposed of, shall be deemed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall be deemed to satisfy or discharge any assessments thereafter becoming due or from the lien thereof; and except as hereinabove provided, the sale or transfer of any Lot shall not effect the lien of assessments becoming due prior to the date of such sale or transfer, except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association.

SHANAHAN  
MAY  
BX

improvement, and shall use any grading restriction, in any manner, the waterflow, and shall be subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said easements are for the mutual use and benefit of the owners of all lots in Autumn Wood Farms.

(b) Sewer easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal systems designed to serve Autumn Wood Farms and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

(c) Utility easements (UE) are created for the use of all public utility companies, including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

(d) Maintenance. The easements mentioned in this paragraph 4 include the right of reasonable ingress and egress for the exercise of the rights herein reserved. No structure, including fences, shall be built on any drainage, sewer, or utility easement.

5) MAINTENANCE OF LOTS AND IMPROVEMENTS. The owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (B) Remove all debris or rubbish;
- (C) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.
- (D) Cut down and remove dead trees;
- (E) Where applicable, prevent debris and foreign material from entering drainage areas;
- (F) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

6. Developer's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, Developer 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 improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner, and such land owner shall have a lien against said real estate for the expense thereof. Neither the Declarant nor any of its agents, employees, or contractors, shall be liable for a damage which may result from any maintenance work performed hereunder.

ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Developer before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structures shall be compatible with the existing structure. No two homes in the development may be noticeably duplicated. Covenants under the heading ARCHITECTURAL GUIDELINES items are not to be changed or modified without the written consent of the Developer until all the lots in Autumn Wood Farms are sold.

1) Fences, Walls, and Screening. It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Developer when reviewing fences for approval. Fences shall not be nearer to the front of a house than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure.

The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Developer or completion in order to ensure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

In witness whereof, C. Michael Verble and Kathy J. Verble has hereunto caused its and their names to be subscribed the 27th day of May 1987.

BY: *C. Michael Verble*  
C. Michael Verble

BY: *Kathy J. Verble*  
Kathy J. Verble

State of Indiana  
County of Marion

SS: \_\_\_\_\_

Before me a notary public in and for the county and state personally appeared C. Michael Verble and Kathy J. Verble and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and notarial seal this day of May 27, 1987.

*Thomas A. Smith*  
THOMAS A. SMITH

MY COMMISSION EXPIRES 5/24/88  
COUNTY OF RESIDENCE MARION

11) All metal roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to rear of the house.

12) Plumbing. All plumbing vent stacks to be on rear of house. Sump pump lines shall be connected to underground laterals or storm sewers as provided in the plat.

13) Street Cleaning. Builder to finish cleaning in front of his house upon completion and rough clean the street periodically during construction. Rough cleaning should be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.

14) Yard Lights. All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to their lots, the style and type of which will be selected by the Developer and shall be the standard for the entire subdivision. Builders shall install said lights on behalf of the owner prior to closing.

15) Sidewalks. To be installed by the Builder according to the recorded plat. In general, a 4 foot wide sidewalk shall be installed in front of each home. If the home is completed in the winter, then the sidewalk shall be installed not later than May 30th of the following spring.

16) Mailboxes. All mailboxes installed at the street to service lots in Autumn Wood Farms shall be uniform and shall be of a type, color and manufacture approved by the Developer. Such mailboxes shall be installed by the Builder upon posts approved as to type, size and location by the Developer.

17) Landscaping. To be furnished with house and completed before closing. Builder shall seed the front yard and at least 50% of the side yard. Landscape mulch will be allowed in "natural areas". The balance of the yard may be seeded. Each home shall include a minimum of \$2,000.00 worth of plantings and landscape. This allowance includes labor and exclusive of cost. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 30th of the following spring.

18) Swimming Pools. Only permanent, in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All pools shall conform to county or municipal regulations and shall be of harmonious design. The use of plantings/screens in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

19) Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties, in Autumn Wood Farms be screened by pines of at least 6 feet in height. All lighting must be of a baffled variety so as to minimize the effect on other properties in Autumn Wood Farms.

20) Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Developer, provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Developer.

21) Solar Heating Systems. The Developer acknowledges the increased use of residential solar heating systems which utilize solar "heating panels" and related equipment. The Developer will carefully review solar heating plans to ensure that their use and location have minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable. However, the closed loop variety should be used.

22) Miscellaneous. All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties. Lot owners shall keep garage doors closed at all times except during the times of actual use of the garage facility. Collapsible and removable clothes lines will be permitted, but permanent clotheslines are not acceptable.

23) Liability of Developer. Neither the Developer, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Developer does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

24) Inspection. The Developer may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

deemed to covenant and agree to pay assessments as the same become due in the manner herein provided. All such assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be collected by the Developer upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessments due and payable within thirty (30) days of the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than eighteen percent (18%) per annum to be established by the Developer. The Developer of any member thereof may institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment plus any expenses or costs, including attorney's fees, incurred by the Developer or such member in collecting the same. If the Developer has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Developer may accelerate payment and declare the entire balance of said assessment due and payable in full, but the Developer may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due or from the lien thereof.

The Developer shall, upon demand at any time, furnish a certificate in writing that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment there in stated to have been paid.

Any easement granted herein or any property shown on the Plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge, and lien created herein.

13) Enforcement. The right to enforce each of the foregoing restrictions by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Developer, the owners of the lots in Autumn Wood Farms, their heirs and assigns, and to the Carmel City Plan Commission, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Developer, any owner or owners or such Commission by or through any such violation. No person shall be liable for any such violation of reversion or forfeiture of title resulting from any violations.

14) Severability. Invalidity of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

15) Non-Liability of Developer. Developer shall not have any liability to a lot owner or to any other person or entity with respect to drainage on, over or under a lot. Such drainage shall be the responsibility of the owner of the lot upon which a residence is constructed and any lot of the builder of such residence, and on a sale of a deed to a lot, shall be deemed to agree to indemnify and hold Developer free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the lot described in such deed.

16) General Provisions. This Declaration may be amended at any time by the owners of at least two thirds of the Lots in Autumn Wood Farms. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owner or owners concerning therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hamilton County Recorder's Office.

17) Autumn Wood Farm Drainage System. Onsite and offsite drainage system known as the Autumn Wood Farms arm of the O.F. Henley Legal Drain has been submitted to the Hamilton County Board of Commissioners to be adopted as a legal drain. Upon acceptance of the Autumn Wood Farms arm by the County Commissioners, each of the lot owners in Autumn Wood Farms will receive an annual assessment. If the Hamilton County Board of Commissioners does not adopt the Autumn Wood Farms arm as a legal drain then the maintenance of the drain as shown on the construction plans and approved on the secondary plat shall become the direct responsibility of the Homeowners in Autumn Wood Farms.

18) Cul-de-Sac Easement. An easement is hereby granted for ingress and egress over and across the portion of lots 5 and 6 as shown on the secondary plat of Autumn Wood Farms and designated as temporary Cul de Sacs. The easement granted herein shall remain in full force and effect until such time as the real estate lying immediately to the south of Autumn Wood Farms is developed and Autumn Wood Drive is utilized as a means of access to such future development from 14th Street.

2] on January 1, 1987.

b) Board of Directors. The Owners shall elect a Board of Directors of the Association any time after the Association is organized and in accordance with the Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

c) Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

2) Covenant for Maintenance Assessments.

a) Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot now or hereafter owned by it within the boundaries of the covenants and conditions herein, shall execute and acceptance of a deed hereafter, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Regular Assessments (for maintenance, repairs and ordinary operating expenses); (2) Special Assessments for (a) capital improvements and operating deficits and (b) for special maintenance or repairs as provided and (3) any assessments which become due and payable to any governmental taxing or assessing authority. Such assessments shall be collected as hereinafter provided. All such assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a personal obligation of the Owner. Past due assessments shall run with the land and pass with title.

b) Purpose of Regular Annual Assessments. The Regular Annual Assessment levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the property, for the improvement, maintenance, and repair of the entrance area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise used in the repair and maintenance of the entrance area and other improvements which the Association is required to maintain.

c) Maximum Regular Annual Assessments.

1) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Annual Assessment for any Lot conveyed by Declarant shall be \$100.00 per lot.

2) From and after January 1 of such year, the maximum Regular Annual Assessment may be increased each calendar year not more than 10% above the maximum Regular Annual Assessment for the previous year, with the approval of two thirds (2/3rds) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

3) From and after January 1 of such year, the maximum Regular Annual Assessment may be increased each calendar year by more than 10% above the maximum Regular Annual Assessment for the previous year, with the approval of two thirds (2/3rds) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

4) The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.

d) Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the association may from time to time incur, provided that any such assessment shall have the assent of two thirds (2/3rds) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

e) Notice and Quorum for Any Action. Written notice of any meeting for the purpose of taking any action authorizing a special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirements, and the required quorum for the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be more than sixty (60) days following the preceding meeting.

Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and acts amendatory or supplementary thereto, this plat was given approval by the board of commissioners of County of Hamilton at a meeting held on May 11, 1987.

Board of Commissioners of County of Hamilton  
*James R. Housh*  
James R. Housh  
*Paul Henderson*  
Paul Henderson  
*Reg L. Goldberg*  
Reg L. Goldberg  
ATTEST: *Paul Pearce*  
County Auditor

I, Edward D. Giacometti, hereby certify that I am a registered land surveyor, licensed in compliance with the laws of the State of Indiana:

That this plat correctly represents a survey completed by me on \_\_\_\_\_ and that all the monuments shown thereon actually exist and that the location, size, type and material are accurately shown; and that all requirements specified in the subdivision ordinance of the City of Carmel have been complied with.

*Edward D. Giacometti*  
Edward D. Giacometti  
Reg Land Surveyor - Indiana #S0560



FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF HAMILTON COUNTY INDIANA  
27 May 1987  
Bolly Pearce Auditor  
Hamilton County

RECEIVED  
FOR RECORD  
MAY 27 3 45 PM '87

SHARON BERRY  
HAMILTON COUNTY, IN  
BK 14 Pgs 3-4