

44.00

18

Instrument  
9709713954

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
BARRINGTON ESTATES  
A SUBDIVISION OF REAL ESTATE IN  
HAMILTON COUNTY, INDIANA**

Jeffrey R. and Kristianna Nichols, Joseph M. Kunzer and Marsanne Kunzer, and Cole Developers, LLC hereby declare that they are the Owners and Developers of the real estate described in Exhibit "A" which is attached hereto, which includes Barrington Estates developed hereinafter, and do hereby lay off, plat and subdivide said real estate in accordance with those platted sections which will be certified and filed at different times hereinafter. The Subdivision shall be know and designated as Barrington Estates, a Subdivision of real estate in Hamilton County, Indiana.

The Lots subsequently platted shall be subject to and impressed with the covenants, agreements, restriction, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provision herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots shall be numbered in subsequent plats to files. All streets and easements specifically shown are described and are hereby expressly dedicated to public use for their usual and intended purposes.

**ARTICLE I  
DEFINITIONS**

9709713954  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 04-14-1997 At 01:25 pm.  
DEC COV RES 44.00

Section 1. "Association" shall mean and refer to the Barrington Estates Community Association, Inc., its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws initially adopted by BARRINGTON ESTATES COMMUNITY ASSOCIATION, INC. and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members initially appointed by the Developer. The members shall be subject to removal by the Cole Developers LLC at any time with or without cause. Any vacancies from time to time shall be

members must be trained as a builder, designer, architect, or landscape architect.

**Section 4.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall include, but not be limited to the signage, entrance ways, and all real property dedicated as a public right-of-way.

**Section 5.** "Developer" shall mean and refer to Cole Developers LLC.

**Section 6.** "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

**Section 7.** "Lot" shall mean any type of Lot as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 110 feet in width at the established building line as shown on this plat.

**Section 8.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

**Section 9.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

**Section 10.** "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, easements and Approvals appended to as part of the Dedication and Plat of Barrington Estates.

**Section 11.** "Subdivision" shall mean Barrington Estates a subdivision of real estate located in Noblesville Township, Hamilton County, Indiana.

**Section 12.** "Barrington Estates" shall mean and refer collectively to each subdivision or section of the Barrington Estates Development, the master plan of which is attached as Exhibit B and as it may change from time to time.

**ARTICLE II  
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be maintained and / or owned by the Association, and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessments against such Owner's Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

Section 2. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional area and / or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

**ARTICLE III  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting members:

Class A. Class A members shall be all Owners of Lots in the Subdivision and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be Nichols and Kunser, or Cole Developer LLC. and such member(s) shall be entitled to six (6) 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:

- (a) when title to all Lots in all sections of Barrington Estates have been conveyed, or
- (b) on December 31, 2010.

#### **ARTICLE IV COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Cole Developer LLC. by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments, such assessment to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment, when due, the Board of Directors of the Association may, in its discretion, declare the entire balance of unpaid assessment to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Hamilton County, Indiana, which Not of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana Law, and shall include attorney's fees, title expenses, interest and any costs of collection. If an owner's assessment account is not paid current, the owner may not vote.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Barrington Estates, and in particular for the improvement and maintenance of the ponds, entrance ways and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

**Section 3. Maximum Annual Assessments.** Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment ("Annual Assessment") shall be One Hundred Fifty Dollars (\$150.00) per Lot.

(a) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above 15% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

**Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4.** Any action authorized under Section 3 or 4 of this Article IV and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 10 days nor more than 20 days in advance of the meeting. If the proposed action as favored by a majority of the votes cast at such meeting, but such

vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than 15 days from the date of such meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association or to a public agency. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessment: Remedies of the

Association. Any annual assessment not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the property in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive Article IV by non-use of the Common Area or the Club facilities or by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of any assessments provided for in this Article IV shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect such assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V  
ARCHITECTURAL CONTROL**

No building, improvement, construction, excavation, landscaping, fence, wall, swimming pool or spa or other structure shall be commenced,

erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications (one set will be returned) showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by Architectural Control Committee in accordance with the Barrington Estates Design Standards. All approvals shall be requested by submitting plans and specifications in duplicate to the Architectural Control Committee showing the following:

- (a) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site'
- (b) Plans for all floors; and front, rear and side elevations;
- (c) Walls, fencing, and screening;
- (d) Patios, decks, and pools, and porches.

Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

## **ARTICLE VI GENERAL PROVISIONS**

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family

dwelling not to exceed two and one half stories in height. Each Dwelling Unit shall include as a minimum a two car garage.

A "detached single family dwelling" could include a room or a suite of rooms within a single family appearing dwelling for occupancy by relatives of the owner. Occupancy of said room or suite of rooms is limited to relatives of the owner and/or domestic help.

**Section 2. Home Occupations.** No Lot shall be used for any purpose other than as a single-family residence, except that home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated baby-sitting services, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

**Section 3. Building Sizes.** No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
One Story	2,500 square feet
Two Story	2,750 square feet
1-1/2 story, Bi-Level and Tri-Level	2,750 square feet (permitted terrain as designated by the Developer)

**Section 4. Garages.** All dwelling Units must have an attached garage of at least 576 square feet and not more than 1200 square feet. Such attached garage must have openings for at least two automobiles. Exceptions to



this section may be granted by the Architectural Control Committee in accordance with the provisions of Article V.

**Section 5. Building Setback.** No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. The front building line shall be parallel with the front property line at a setback distance of 30 feet. In any event, no Dwelling Unit shall be located nearer than a distance of ten (10) feet to a side Lot line, and no nearer than a distance of thirty (30) feet to a rear property line if there is no rear setback line shown on the recorded plat.

**Section 7. Utility and Drainage Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No owner of any Lot shall erect or grant to any person, firm or corporation, the right license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service. Grass is only allowed to be planted in the north 15 feet of the 25-foot landscape and non-access easement adjacent to County Road 136.

**Section 8. Maintenance of Lots and Dwelling Units.** No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision

and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot as provided in Article IV.

**Section 9. Landscaping.** The Lots shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the Architectural Control Committee shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first. Each lot owner shall be required to plant a minimum of five (5) trees.

**Section 10. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

**Section 11. Storage and Temporary Structures Storage.** No structure of a temporary character, trailer, boat trailer, truck commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV) camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Subdivision at anytime, or used as a residence either temporarily or permanently. Gazebos and storage barns will be considered by the Architectural Control Committee.

**Section 12. Signs.** Once a home Dwelling Unit is occupied, no sign of any kind shall be displayed to the public view on any Lot except one sign of nor more than six square feet advertising such Lot for sale. Rummage or other sale signs may be placed on lots for no more than seven days in a calendar year.

Special permission may be granted by Coie Developers LLC. for some promotions that would require larger and greater number of signs such as

"Parade of Homes." Such permission must be secured in writing before the placement of additional signage.

**Section 13. Radio and Television Antennas.** No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish larger than 24" shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

**Section 14. Drilling, Refining, Quarrying, and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 15. 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. Animals shall be confined to the owners property at all times or leashed at all times.

**Section 16. Building Materials.** All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll vinyl siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. In any event, all exterior building materials must be approved by the Architectural Control Committee.

**Section 17. Driveways.** All driveways from the street to the garage shall be asphalt or poured concrete, masonry, and not less than twelve (12) feet in width. Any culvert pipe under driveways shall be capped at both ends with tapered metal and sections.

**Section 18. Use of Public Easements.** In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 7 and 8 or this Section 18 of Article VI, and their respective successors and assigns, to install, lay erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or

storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

**Section 19. Sanitary Sewer Restrictions.** No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

**Section 20. Improvements.** Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities any authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

**Section 21. Permits and Certificates.** Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Town of Noblesville an Improvement Location Permit and a Certificate of Occupancy as required by the Hamilton County Zoning Ordinance.

**Section 22. Pools and Hot Tubs.** No above ground pool shall be placed or maintained on any Lot. No in-ground pool will be permitted in front of a dwelling, and the pool must be entirely within the rear and side building lines. All pools must be enclosed by a fence of the approved styles or must have an automatic pool cover. Tennis courts shall be permitted only with the prior written approval of the Architectural Control Committee.

**Section 23. Fencing.** The only fencing permitted shall be a rod-iron fence of not more than six feet in height within the building lines of the rear yard. Dog runs adjacent to the service area of the home but not visible from surrounding dwellings, or street will also be permitted. In any event, all proposed fencing must be approved in writing by the Architectural Control Committee.

Section 24. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit, or shall be concealed by means of a screening wall or material similar to and compatible with that of the Dwelling Unit or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the Dwelling Unit plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. Unless specifically approved by the Architectural Control Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling Unit, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 25. Mailboxes. The initial type, location and installation of mailboxes shall be uniform and in accordance with design specifications established by the Architect and Control Committee.

Section 26. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. No improvement which has been partially or totally 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.

Section 27. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association 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 Unit 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 one single Dwelling Unit.

Section 28. Enforceability. The association or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 29. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during

reasonable hours to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during or after the completion of any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given the Owner at least five days prior to such entry.

Section 30. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 31. Covenants, Restrictions, and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date and automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Town of Noblesville, have the exclusive right for a period of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 32. Chimneys. All exterior fireplace chimneys shall be of masonry construction.

Section 33. Subdivision of Lots. No Lot or combination of Lots may be further subdivided without the approval of the Developers of Barrington Estates.

Section 34. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with the colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 35. Dwelling Unit Exterior. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

**Section 36. Yard Lights.** An electrical yard light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or lot Owner on each Lot in front of the front building line.

**Section 37. Fires.** No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street, roadway or Lot in this subdivision. No outside incinerators shall be kept or allowed on any Lot.

**Section 38. Boats and Docks.** No motorized boats are allowed on lake. Docks shall be allowed with the plans approved by the Architectural Control Committee.

DATED this 14<sup>th</sup> day of April, 1997 at Noblesville, Indiana.

COLE DEVELOPERS, LLC

*Jeffrey Nichols*  
BY: Jeffrey Nichols, Member

*Joseph M. Kunzer*  
BY: Joseph M. Kunzer, Member

*Jeffrey Nichols*  
Jeffrey Nichols, Individually

*Kristianna Nichols*  
Kristianna Nichols, Individually

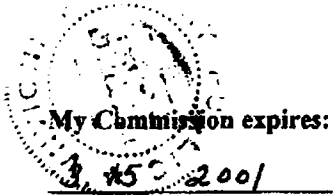
*Joseph M. Kunzer*  
Joseph M. Kunzer, Individually

*Marsanne Kunzer*  
Marsanne Kunzer, Individually

STATE OF INDIANA )  
) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana and a resident of Hamilton County, Indiana, personally appeared Jeffrey Nichols and Kristianna Nichols, Individually, who acknowledged execution of the foregoing Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements, and Approvals of Barrington Estates.

Witness my hand and Notarial Seal this 14th day of April, 1997.



*Susan Voit*  
\_\_\_\_\_  
(Signature)

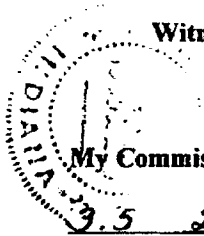
Susan Voit, Notary Public  
\_\_\_\_\_  
(Printed)



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana and a resident of Hamilton County, Indiana, personally appeared Joseph M. Kunzer and Marsanne Kunzer, Individually, who acknowledged execution of the foregoing Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements, and Approvals of Barrington Estates.

Witness my hand and Notarial Seal this 14th day of April, 1997.



My Commission expires:

3.5 2001

Susan Voit

(Signature)

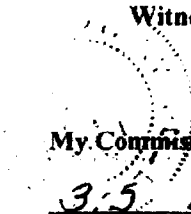
Susan Voit, Notary Public

(Printed)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana and a resident of Hamilton County, Indiana, personally appeared Joseph M. Kunzer and Jeffrey Nichols, Members of Cole Developers, LLC, an Indiana Limited Liability Company who acknowledged execution of the foregoing Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals of Barrington Estates as such Members for and on behalf of said Cole Developers, LLC.

Witness my hand and Notarial Seal this 14th day of April, 1997.



My Commission expires:

3.5 2001

Susan Voit

(Signature)

Susan Voit, Notary Public

(Printed)

This Instrument was prepared by John E. Bator, attorney at law, COHEN & MALAD, P.C., 136 North Delaware Street, P.O. Box 627, Indianapolis, Indiana 46206-0627.

**Exhibit "A"**

The East Half of the Northwest Quarter of Section 29, Township 18 North, Range 6 East, of the Second Principal Meridian, containing 80 acres, more or less, in Fall Creek Township, Hamilton County, Indiana. The West Half of the West Half of the Northeast Quarter of Section 29, Township 18 North, Range 6 East, containing 40 acres, more or less. ALSO, the North Half of the East Half of the West Half of the Northeast Quarter of Section 29, Township 18 North, Range 6 East, containing 20 acres, more or less EXCEPT 4.28 acres in Section 29 Township 18 Range 2 East titled to Kenneth C & Betty Stiles.