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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CAROLINA COMMONS

THIS DECLARATION, made on the date hereinafter set forth by WWBC Development Company, Inc., an Indiana corporation, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Carmel, Hamilton County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
NAME

This subdivision shall be known and designated as Carolina Commons, a subdivision located in Hamilton County, Indiana.

ARTICLE II This Instrument Recorded Oct. 20 1983  
DEFINITIVE MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Section 1. "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 an obligation.

Section 2. "Properties" shall mean and refer to the real estate described in Exhibit "A" and such additions thereto as may hereafter be included.

Section 3. "Plat" shall mean and refer to the subdivision plat of the Properties recorded in the office of the Recorder of Hamilton County, Indiana, as the same may be hereafter amended or supplemented and which is incorporated herein by reference in its entirety.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to WWBC Development Company, Inc., its successors and assigns.

Section 6. "Committee" shall mean and refer to the group of Lot Owners to whom Declarant turns over the responsibility for maintaining and enforcing these Declarations.

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ARTICLE III  
Building and Improvements Review

Section 1. Building and improvement review will be done by the Declarant. If Declarant files for and obtains a determination letter from the Secretary of Housing and Urban Development that the sale of lots in Carolina Commons is exempt from the registration requirements of the Interstate Land Sales Full Disclosure Act, then commencing (i) three (3) years after the date of the first sale of a lot in Carolina Commons, or (ii) when forty (40) of the Lots in Carolina Commons are sold, whichever first occurs, the Declarant shall be replaced by a committee (hereinafter referred to as "Committee") of which a majority of the members shall be persons who are elected by Lot owners in Carolina Commons. If no such determination letter is filed for or obtained, then from and after the date upon which the last Lot in Carolina Commons is sold by Declarant its successor or assigns, all members of the Committee shall be elected annually by Lot owners in such manner as such owners among themselves may determine. A majority of the members of the Committee constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

Any Lot owner seeking a waiver of or variance from these Declarations must obtain the prior approval of the Declarant or Committee.

ARTICLE IV  
Use and Architectural Restrictions

Section 1. Architectural Control. No building, fence, wall or other structure, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and the drainage and landscaping shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or its successors or assignees as further set forth in this Article IV.

Section 2. Building Location and Grade Line Elevation. No building or structure shall be erected between the building set back lines and the right of way line of any street as set forth on the Plat. No building, structure or accessory building shall be erected closer than ten (10) feet to the side of any lot. Where buildings are erected on more than one single lot, this restriction shall apply to the side boundaries of the multiple lots. 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 Building Committee and the Building Commissioner of the City of Carmel. Demonstration of adequate storm water drainage with both on-lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor.

Section 3. Land Use and Building Type. All Lots are reserved for residential use only and no building other than a one family residence and accessory structure shall be erected thereon. Not more than one building shall be erected or used for residential purposes on any Lot. The ground floor area of the main structure, exclusive of one-story open porches, and garages,

shall be not less than eighteen hundred (1,800) square feet in the case of a one-story structure, nor less than one thousand four hundred (1,400) square feet in the case of a multiple story structure, provided no structure greater than one-story shall have less than an aggregate of two thousand two hundred (2,200) square feet of finished and livable floor area. All garages shall be attached and a part of the residential dwelling and be not less than a two car garage nor greater than a four car garage. No structure shall exceed the height of two and one-half (2½) stories or twenty-five (25) feet in height measured from the finished grade to the underside of the eave line at the front of the structure.

Section 4. Driveways and Turnarounds. All driveways and turnarounds shall be paved with a material the same as or similar to concrete or asphalt in nature. Driveways and turnarounds shall be permitted on and across "Drainage and Utility Easements". Said driveways and turnarounds shall maintain a minimum set back distance from the property line of two (2) feet unless approved in writing by Declarant or its assigns. When the driveway and turnaround of adjacent lots parallel each other, the latter driveway and turnaround to be constructed, shall maintain a minimum distance of four (4) feet from the already existing driveway and turnaround.

Section 5. Accessory Structures. Any structure accessory to a residential dwelling (whether such structure is attached or unattached to the residence) erected or used as an accessory to a residence shall be of a permanent type of construction, shall conform to the general architecture and appearance of such residence and must be approved by the Developer or its successors and assignees.

Section 6. Metal Flue. No exposed metal flue will be installed in any house that is exposed from the rafter roof line.

Section 7. Swimming Pool, Tennis or Similar Type Court, or Associated Structure. No swimming pool, tennis or similar type court, or associated structure shall be erected or placed on any Lot until the construction plans and specifications, including a plot plan have been approved by the Developer, its successors or assignees.

Section 8. Mailbox. All mailboxes to be installed upon Lots shall be uniform and shall be of a type, color and manufacture and shall be installed upon posts in the type, size and location as approved by the Developer, its successors or assignees.

Section 9. Diligence in Construction. Once construction of any building on any Lot is begun it shall be completed within nine (9) months. No improvement which has been partially or wholly destroyed by fire, abandoned, left unfinished at any stage of construction shall be permitted to remain in such a state for more than a period of three (3) months from the time of damage or incompleteness. It shall be the responsibility of the general building contractor, at all times during construction, to confine all debris, materials, motorized equipment and laborers to the boundaries of Lot upon which construction work is being done, and to remove same as soon as practical. No debris shall be buried on any Lot.

Section 10. Dusk to Dawn Yard Light. All Lot owners, prior to occupancy and/or landscaping of a house, shall be required to install, or have installed, at least one "dusk to

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dawn" type, yard light in the front of the residence. The location, size and type of said light or lights must be approved by the Developer, its successors or assignees.

Section 11. Garage Doors. All garage doors facing the street shall have automatic door opener devices and shall be kept closed when not in use.

Section 12. Water Supply. Lot owners shall be required to utilize public water supply for domestic needs but this does not prohibit Lot owner from drilling a well for exterior use such as, but not limited to, watering a lawn.

Section 13. 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.

Section 14. Prohibited Activities. 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. Each Lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. Should an Owner fail to maintain his Lot, the Declarant or its successors or assignees may perform the necessary maintenance and assess the cost of said maintenance against said Owner pursuant to the terms of Article V.

Section 15. Exterior Antennae. No exterior television, radio or other type of antenna or cable dish shall be placed, allowed or maintained upon any portion of the Properties nor upon any structure or improvement situated upon the Properties.

Section 16. Trash Burning. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

Section 17. Storage of Vehicles. Except as herein elsewhere provided, no junk vehicle, motorcycles, commercial vehicle, trailer truck, camper, camp truck, house trailer, boat or the like, shall be kept upon the Properties (except in enclosed garages) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

Section 18. Trash Containers. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

Section 19. Signs. No signs of any nature, kind or description shall be erected, placed or maintained on or in front of any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet, advertising the property for sale, or for rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 20. Home Occupations. No home occupation shall be conducted or maintained in any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. Nothing contained herein shall be construed or interpreted to affect the

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activities of Declarant in the sale of Lots as a part of the development of the Properties, including, specifically, Declarant's right to post such signs and maintain such model residences as it deems necessary until such time as Declarant's last Lot is sold.

Section 21. Outbuildings. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the property at any time.

Section 22. Easement Obstruction. No structure or improvement other than driveways or sidewalks shall be placed or permitted to remain upon any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels as the easements and drainage are set forth on the Plat.

ARTICLE V  
Assessments

Section 1. Assessments. Entrance ways, signs, fencing and related landscaping; cul-de-sac islands and related landscaping; entrance islands and related landscaping; and landscaping along Haverstick Road shall be installed, within easements shown on the Plat, by Declarant for the enjoyment of the Properties. It is the intention of Declarant to maintain the above mentioned areas in a neat and attractive fashion until forty (40) Lots have been sold. After the sale of forty (40) Lots, it shall become the responsibility of all the Lot owners to share equally in the responsibility and expense of above mentioned areas in regard to the care and maintenance of said areas. Future sections of Carolina Commons will have water retention areas. It shall become the responsibility of all the Lot owners to share equally in any expense to maintain and repair such water retention areas.

The Committee shall have the authority to collect any fees necessary to maintain the above mentioned areas. The Committee shall have the right to and be responsible for the assessment and collection of any and all fees from each Lot owner on a timely basis as the Committee shall determine. All assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made until paid in full. Each assessment, together with interest thereon and cost of collection thereof shall be the responsibility of the person who was the owner of the lot at the time when the assessment became due. Assessments shall become due within thirty (30) days after a written statement is delivered to the Lot Owner. The thirty days shall run from the date of the statement and not the date received.

Section 2. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid on the date when due (pursuant to Section 1 hereof), then the unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the

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date of delinquency at the rate of interest allowed by law on judgments, but, in no event, less than 12% per annum, and the Committee may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and 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 and reasonable attorneys' fees to be fixed by the court, together with the costs of the action in favor of the prevailing party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 3. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Committee in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

ARTICLE VI  
Declarant's Rights

Section 1. Use of Property.

Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of this project or any other project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

ARTICLE VII  
Easements

Section 1. Easements to Run with Land.

All easements and rights described herein are easements appurtenant running with the land and, so long as the Properties are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Lot Owner, purchaser, mortgagee and other person having an interest in the Properties, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Lot Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

Section 2. Additional Easement Rights.

Declarant further reserves unto itself an easement and the full right,

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title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement or any street and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any street or any drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects any Lot or portion thereof or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last Lot within the Properties.

ARTICLE VIII  
General Provisions

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots, the Committee, the Hamilton County Planning Commission, its successors and assigns and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. This Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, signed or approved by at least two-thirds (2/3) of the then Lot owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time until forty (40) lots are sold by Declarant.

This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Hamilton County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidity of any of the covenants, conditions and restrictions of this Declaration by judgment of decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

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Section 3. Annexation. Additional residential property may be annexed to the Properties with the consent of a majority of ownership of the Lots by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

Section 4. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within fifteen (15) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5. Severability. Invalidation 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.

Section 6. Non-Liability of Declarant. Declarant 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 of the builder of such residence; and a Lot owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant 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.

IN WITNESS WHEREOF, the said WVEC Development Company, Inc. has caused its name to be signed to these presents this 12th day of October, 1983.

WVEC DEVELOPMENT COMPANY, INC.

By: C. William Wright, Jr.  
C. William Wright,  
President.

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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

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Before me, a Notary Public in and for said County and State, personally appeared C. William Wright, duly authorized in the premises, who duly acknowledged the execution of the foregoing Declaration on behalf of said corporation as its President and who after being duly sworn stated that he was authorized to execute and deliver said Declaration by said corporation.

Witness my hand and notarial seal this 12th day of October, 1983.

(SEAL)

Signature: Rosalyn Wade  
Printed: Rosalyn Wade  
          Notary Public

My Commission Expires:

May 25, 1984

My County of Residence is:

HAMILTON

This instrument prepared by Steven C. Robinson, Attorney at Law, LOWE GRAY STEELE & HOFFMAN, One Indiana Square, #3130, Indianapolis, Indiana 46204.

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1983  
Notary Public  
Steven C. Robinson

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This Instrument Recorded Oct 20 1983 *exhibit "A"*  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND. BOOK 176 PAGE 79

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a subdivision of part of the Southeast Quarter of Section 5, Township 17 North, Range 4 East in Clay Township, Hamilton County, Indiana, described as follows:

Beginning on the West line of the Southeast Quarter of Section 5, Township 17 North, Range 4 East 1330.49 feet North 00 degrees 00 minutes 05 seconds East (assumed bearing) from the Southwest corner of said Southeast Quarter; thence North 00 degrees 00 minutes 05 seconds East on said West line 949.75 feet to a point 370.25 feet South 00 degrees 00 minutes 05 seconds West from the Northwest corner of said Southeast Quarter; thence South 89 degrees 31 minutes 13 seconds East 679.96 feet to a point on a curve, the radius point of which lies North 85 degrees 27 minutes 54 seconds East 2640.00 feet from said point; thence North 85 degrees 27 minutes 54 seconds East 50.00 feet; thence Southeasterly on a curve having a radius of 2590.00 feet, an arc distance of 27.50 feet to a point which bears South 84 degrees 51 minutes 24 seconds West from the aforesaid radius point of the first described curve; thence South 89 degrees 20 minutes 45 seconds East 182.90 feet; thence South 03 degrees 36 minutes 50 seconds East 315.87 feet; thence South 01 degrees 10 minutes 35 seconds East 210.10 feet; thence North 89 degrees 20 minutes 45 seconds West 67.30 feet; thence South 03 degrees 44 minutes 25 seconds West 185.73 feet to a point on a non-tangent curve having a radius of 405.00 feet; thence Northwesterly curving to the right on said curve, an arc distance of 173.54 feet to the point of tangency of said curve which bears South 21 degrees 15 minutes 05 seconds West from the radius point of said curve; thence South 21 degrees 15 minutes 05 seconds West 50.00 feet; thence South 15 degrees 37 minutes 20 seconds West 191.48 feet; thence North 57 degrees 43 minutes 25 seconds West 112.36 feet; thence North 80 degrees 40 minutes 40 seconds West 172.83 feet to a point on a non-tangent curve having a radius of 190.00 feet, the radius point of which bears North 80 degrees 40 minutes 40 seconds West from said point; thence Southwesterly curving to the right, an arc distance of 35.44 feet to the point of tangency of said curve; thence South 20 degrees 00 minutes 35 seconds West tangent with said curve 107.95 feet; thence North 69 degrees 59 minutes 25 seconds West 126.20 feet to a point on a line which bears South 89 degrees 59 minutes 55 seconds East from the place of beginning; thence North 89 degrees 59 minutes 55 seconds West on said line 190.00 feet to the place of beginning; containing 18.088 acres, more or less.

This subdivision consists of 27 lots numbered 1 through 27, both inclusive, with streets and easements as shown hereon. The size of lots and width of easements and street rights-of-way are shown in figures denoting feet and decimal parts thereof.