

COVENANTS AND RESTRICTIONS

FOR

CENTER RIDGE SUBDIVISION

PLAINFIELD, INDIANA

1. **PURPOSE:** These Covenants and Restrictions are created to run with the land for purposes of establishing limitations on land use, assessments in support of communal uses and services, and rights and responsibilities of the initial developer, and thereafter the Homeowners Association. This subdivision is as legally described on Exhibit A and shall be known as the Center Ridge Subdivision. It is located along County Road 600 South west of County Road 700 East in Plainfield, Hendricks County, Indiana.

2. **DEFINED TERMS:** The following terms are used repeatedly throughout these Covenants and Restrictions and for purposes of these Covenants and Restrictions, shall have the following terms:

"Assessments" means those amounts of money charged by the Developer and thereafter the Homeowners Association to each Lot owner. Assessments may be charged on an annual basis, monthly basis, or on an as-needed basis as determined by the Developer and thereafter the Homeowners Association. The Assessments as described below shall relate to maintenance of Common Areas, capital improvements, services provided to the Lot owners as a community, or any other appropriate and reasonable benefit which is provided by the Developer and thereafter the Homeowners Association to the Lot owners.

"Common Areas" means all real estate not specifically assigned to an individual Lot and in which all Lot owners own an undivided interest unless specifically assigned to the Town of Plainfield. Said Common Areas include utility easements, entrance easements, streets, water collection ponds, recreational areas, among other areas as shown on the Plat as filed with the Plainfield Plan Commission.

"Developer" means Circle Capital Development, Inc. or the officers or agents thereof.

"Developer and thereafter by the Homeowners Association" means it is anticipated that determination as to the fulfillment of these Covenants and Restrictions by any Lot owner or home builder shall be made initially by the Developer during the time the Developer retains an interest in the land of the Development and until such time as the responsibility for such decisions have been turned over to the Homeowners Association. It is also anticipated that the determination as to the amount of and period covered by annual assessments, special assessments, or service assessments shall be by the Developer until such time as the Developer no longer has an interest in the Development and has turned over such responsibility of the Homeowners Association. When in these Covenants, the phrase "the Developer and thereafter the Homeowners Association" is used, that shall mean that the decision shall be that of the Developer unless and until the Developer no longer has an interest in the land of the Development and has turned such matter over to the Homeowners Association.

"Development" means the Center Ridge Subdivision shown on the Plat in the Plainfield Plan Commission offices and as described in part by the legal description marked as Exhibit A and incorporated by reference herein.

"Homeowners Association" means the Center Ridge Homeowners Association created as a not-for-profit corporation for the purpose of holding title to and maintaining various common areas, providing certain communal services to the Lot owners of the Center Ridge Subdivision, assessing fees and charges to the Center Ridge Subdivision Lot owners, and having the eventual authority to enforce these Covenants and Restrictions following the elimination of the Developer's interest or written transfer of authority and responsibilities by the Developer to the Homeowners Association. The Homeowners Association shall by a majority vote elect each year a President, Vice President, Secretary, and Treasurer who shall be the officers of the Homeowners Association and who shall along with at least 3 other Lot owners form the Board of Directors of the Homeowners Association.

"Lot" means the individual subdivided area sold to a buyer and title of which shall be transferred by way of deed from the Developer or subsequent seller to the buyer.

"Plans" means the drawings created by the the location of all Lots, streets, sidewalk Common Areas.

"Plat" means the formal Plat document filed with the Plan Commission. A copy of the same is incorporated by reference herein.

"Property Line" means that line as set forth of each Lot and shown on the Plat.

"Set Back Line" means that line shown on the buildings may not be constructed.

3. **LAND USE AND BUILDING TYPE:** No buildings will be erected for family residential purposes. No buildings will be erected to remain on any Lot other than one single family stories in height, plus basement, and a private attached with a concrete driveway. Exterior of the first floor shall be at least 80% brick or stone veneer. No vinyl or be on either crawl space or basement with a minimum approved by the Developer and thereafter the Homeowners Association concrete or concrete block foundation or basement walls.

4. **BUILDING LINES:** Side yard set back minimum of those required by the Town of Plainfield greater than the minimum if designated by the Developer between the set back lines and the property lines of the location, open porches, screened porches, eaves, considered a part of the building; provided, however, no encroachment allowed for encroachment upon another Lot or in violation of ordinances.

5. **BUILDING REQUIREMENTS:** The living area exclusive of open porches and garages, shall not be less than one hundred fifty (1,450) square feet for houses of one story and one hundred (1,800) square feet for houses of more than one story. The sufficiency and adequacy of the dimensions hereinafter shall be determined by the Homeowners Association. Determination of the term "living area of main structure" with respect to one-and-one-half story shall be determined by the Homeowners Association.

6. **BUILDING PROHIBITIONS:** No out-building swimming pools shall be erected. Inground swimming pools shall not be erected and thereafter the Homeowners Association prior to the expiration of the temporary character, trailer, basement, tent, shack, (except for the driveway) that would serve as a basketball court, paddle ball court or similar activity will be prohibited. Above ground swimming pools or radio antenna shall not be erected on buildings or structures that extend more than five (5) feet above the roof of the roof may be placed on any Lot unless approved by the Homeowners Association. For the purpose of this section, and used by the builders will only be allowed to remain on that Lot.

7. **UTILITY AND DRAINAGE EASEMENT:** Utility easements on the Plat will be reserved for the use of the Homeowners Association for the benefit of cable television or other entities for the installation of cable, water, sewer or other necessary lines, poles, ducts, pipes, or manholes for communication, potable water, wastewater, drainage easements necessary services on, over, under and through said easements. These easements are not for the use of and shall not be used for transmission lines or high pressure liquid transmission lines without the permission of the owner of the land at the time said easements are reserved as drainage swales such that the water from any adjacent Lot shall flow into the swale and cannot be blocked to prevent the flow of water. All easements shown on the Plat shall be considered drainage easements and are subject to the assessments of drainage easements. No permanent easements shall be maintained upon any easements shown upon Plat titles subject to the rights of the above-easement; no easements shall be maintained on the street after a house is completed. The discharge of sewage shall be underground with plastic pipe or vitrified tile to the sanitary sewer and may not be connected to the sanitary sewer unit in Plainfield.

8. **ARCHITECTURAL EXCEPTIONS:** Architectural Exceptions to the Restrictions set forth herein may be approved from time to time by the Homeowners Association. Such exception shall be effective the event that a Lot owner has submitted a written request is not acted upon within thirty (30) days from the date the Developer or thereafter the Homeowners Association shall deem such exception has been approved according to the terms of the Plat. If the Lot owner notifies the Developer and thereafter the Homeowners Association of such assumption of approval and waits an additional

reated by the Developer showing  
eets, sidewalks, easements, and

ocument filed with the Plainfield  
the same is marked Exhibit B and  
n.

as set forth as the outer boundary  
lat.

shown on the Plat beyond which  
d.

**TYPE:** No Lot may be used except for single  
ings will be erected, altered, placed or permitted  
e single family dwelling not to exceed two (2)  
a private attached garage for at least two (2) cars  
f the first floor of all dwellings shall be eighty  
No vinyl or aluminum siding. All homes must  
it with a minimum of a 7/12 roof pitch, or as  
after the Homeowners Association. No exposed  
or basement walls will be permitted.

yard set back lines on each Lot shall be at a  
wn of Plainfield. Side yard set back lines may be  
d by the Developer. No building may be located  
roperty lines of the Lot. For purposes of building  
rches, eaves, steps, or roof lines shall not be  
provided, however, that no exception shall be  
er Lot or in violation of any local governmental

**LOTS:** The living area of the main structure,  
ges, shall not be less than one thousand four  
ouses of one story and at least one thousand-eight  
s of more than one story. The determination of  
dimensions herein shall be by the Developer or  
ation. Determination of sufficiency and adequacy  
ure" with respect to dwelling of tri-level, bi-level  
etermined by the Developer and thereafter by the

**POOLS:** No out-buildings or above ground swimming  
imming pools must be approved by the Developer  
iation prior to installation. No structures of a  
it, tent, shack, garage, barn, kennel, cement slab  
serve as a basketball court, parking area, tennis  
ctivity will be permitted on any Lot. No solar  
ls or radio antennas shall be erected. No other  
ote than five (5) feet above the uppermost height  
t unless approved by the Developer and thereafter  
r the purpose of this covenant, structures needed  
allowed to remain during the building period of

**EASEMENTS:** "Utility Easements" as shown  
the use of the Developer and thereafter the  
efit of cable television companies, public utilities  
cable, water, sewer, gas, tile, electric, telephone,  
ts, pipes, or material used to conduct or convey  
ewater, drainage water, electricity, gas, or other  
and through said easement for local public use,  
of and shall not be used for high voltage electric  
liquid transmission pipe lines, except by written  
at the time said transmission is to be constructed.  
ainage swales are to be maintained by any owner  
ent Lot shall have adequate drainage along such  
ent the flow of natural drainage, even if specified  
asements shown as "Utility Easements" are also to  
id are subject to all restrictions and maintenance  
No permanent or other structures are to be erected  
own upon Plat and owners of Lots shall take their  
e-easement; no sump pump can be discharged into  
The discharge of a sump pump must be installed  
rified tile to those designated areas. Sump pump  
itary sewer unless authorized by the Town of

**EXCEPTIONS:** Exceptions to the Covenants and  
approved from time to time by the Developer and  
on. Such exception must be granted in writing. In  
mitted a written request for an exception and said  
irty (30) days from the date of submission to the  
wners Association, the requesting Lot owner may  
ved according to these Covenants, but only if said  
l thereafter the Homeowners Association in writing  
waits an additional ten (10) days.

**9. NUISANCES:** No noxious or offensive activity may be carried out upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. Activities which may be considered nuisances and thus prohibited by the Developer and thereafter the Homeowners Association include maintenance of animal pens in an unsightly and malodorous manner, car repairs outside of a garage, leaf burning, trash burning, repetitive loud and boisterous behavior, and failure to properly maintain building exteriors, outdoor pools or other exterior property.

**10. LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind may be housed, bred, or kept on any Lot; except family pets, which said pets may be kept provided they are not kept or bred or maintained for commercial purposes. The keeping of family pets pursuant to this exception shall not constitute a nuisance. In addition to family pets, other small animals which are not livestock such as horses, cows, pigs, sheep, or chickens, which are specifically prohibited, and those acceptable small animals are being kept for a current 4-H project, they may be so kept and maintained within the period of up to one (1) year, but must be removed within thirty (30) days following the 4-H show or shows for which they have been raised. Nothing herein shall allow pets or 4-H animals to be maintained in a fashion which constitutes a nuisance. Hunting, Trapping and Fishing are specifically prohibited within the subdivision. Nothing contained herein shall provide any rights to any owner of a Lot relative to the farming activities on adjacent property outside of the boundaries of the Development. Further, the owners of each Lot specifically acknowledge the right to farm any property adjacent to the Development boundaries.

**11. GARBAGE AND REFUSE DISPOSAL:** No Lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and same shall not be kept except in sanitary containers out of view except on days of collection. There shall be no use of interior or outside incinerators or burners for the burning of trash.

**12. WATER SUPPLY:** No individual water supply system shall be permitted on any Lot.

**13. SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any Lot.

**14. SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways may be placed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or as required by the Town of Plainfield. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

**15. FENCES:** Fences, walls or continuous shrub planting which would in any way serve the purpose of a fence will not be erected until approved, in writing, by the Developer and thereafter the Homeowners Association. Privacy and protection fences around a swimming pool shall be no further than ten (10) feet out from the pool's water edge, but not closer than three (3) feet to the property line. No fences shall be constructed in front yards or side yards, including ornamental or decorative.

**16. STORAGE TANKS:** No oil, bottled gas, or gasoline storage tanks shall be permitted on any Lot, except small containers of propane gas of no greater than 35 gallons used to provide fuel for grills or space heaters. As an additional exception, gasoline for lawn equipment or power tools may be maintained in small containers.

**17. SIGNS:** No sign of any kind shall be displayed to the public view on any Lot except for one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sales period. Exceptions for election campaigns, garage sales and other notification may be allowed with the approval of the Developer and thereafter the Homeowners Association.

**18. VEHICLE REGULATIONS:** No vehicle of more than ¾ ton hauling capacity shall be parked on any home site except while making a delivery or pickup. No car, truck or trailer that is not in operational condition and or bearing the current year's license plate shall be permitted to remain on any home site unless kept within a garage. Repair of vehicles shall only occur within a garage except as it relates to emergency situations

**19. MAIL BOXES:** As long as a mail box is required to be installed at a street location for Postal delivery, a plain black mail box must be supported and mounted on 4" X 4" wood material, preferably of a treated variety and approved by the Developer and thereafter the Homeowners Association. No more than one generic newspaper tube per residence. Any exception, such as a decorative enclosure or support, must receive prior approval in writing by the Developer and thereafter the Homeowners Association.

Prepared By:

SAMUEL L. MOORE &

20. **GAZEBOS:** Free standing gazebos are permitted only if design and location receive prior approval by the Developer and thereafter the Homeowners Association.

21. **ENTRANCE EASEMENT:** An entrance easement as shown on the Plat is an easement reserved by the Developer in favor of all Lot owners. The Developer and thereafter the Homeowners Association shall maintain reasonable and appropriate landscaping plantings or other beautifications and if appropriate, erect and maintain a facade, wall, or other structure with the display of the name Center Ridge thereon. The cost for said maintenance shall be by way of a reasonable Assessment made to each Lot owner.

22. **MAINTENANCE OF LOTS AND IMPROVEMENTS:** Each Lot owner must, at all times, maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. **Garbage, trash** and other wastes shall be kept out of view in odorless and sanitary containers. All Lots, whether or not improved, shall be mowed by the Lot owner, or their designated representative, at least twice during each of the months of April through September. No storage shall be allowed on vacant Lots except as allowed by the Developer or the Homeowners Association in connection with the construction of an approved structure.

23. **STREETS:** A thoroughfare easement as shown on the Plat is an easement reserved by the Developer in favor of all Lot owners. The thoroughfare easement shall be maintained by the Developer and thereafter the Homeowners Association until such time as it is dedicated to and accepted by a governmental entity. Maintenance of said easement and any thoroughfares erected thereon may be made by the Developer and thereafter the Homeowners Association prior to any dedication and acceptance by a governmental entity with the cost of said maintenance being assessed against each Lot owner.

24. **TRAFFIC SIGNS:** An easement for traffic signals shall be reserved by the Developer in favor of all Lot owners. The thoroughfare easement shall be maintained by the Developer and thereafter the Homeowners Association until such time as it is dedicated to and accepted by a governmental entity. Maintenance of said easement and any traffic signals erected thereon may be made by the Developer and thereafter the Homeowners Association prior to any dedication and acceptance by a governmental entity with the cost of said maintenance being assessed against each Lot owner.

25. **SIDEWALKS AND PRIVATE DRIVES:** Each initial Lot owner taking title from the Developer, by acceptance of a deed for said Lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain at the Lot owner's expense in good condition a concrete walk at the sides of all streets upon which his Lot abuts. Said walks shall conform with the lines and grades as established by the Developer and thereafter the Homeowners Association. Each owner shall be responsible for slope modifications and erosion control as required by the Developer and thereafter the Homeowners Association. Said walks shall conform with the Plans for this Development on file with the office of the Plainfield Plan Commission. Said walks shall be placed on a four inch (4") aggregate sub-base, shall be four feet (4') wide, and shall be six feet (6') away from any curb. Said walks shall be constructed of concrete and shall be completed within sixty (60) days after the completion of a house on any Lot, weather permitting, or within two (2) years of the date of said deed if no dwelling has been constructed, or prior to conveyance of title to a second party, whichever first occurs.

Each initial Lot owner taking his title from the Developer by acceptance of a deed for said Lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain at the Lot owner's expense in good condition a concrete private drive. Said concrete private drive shall conform with the Plans for this Development on file in the office of the Plainfield Plan Commission.

26. **LOT GRADING:** Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any area in this subdivision. All Lots will be delivered to purchaser with swales cut as per engineering plans. Any repair work or recutting of swales will be done at Lot owner's expense.

27. **FINISH GRADING:** Each initial Lot owner taking his title from the Developer, by acceptance of a deed for said Lot, even if not expressed in said deed, is deemed to covenant and agree to finish grade and sod or seed the Lot within sixty (60) days following completion of a house thereon, and prior to occupancy, weather permitting, or within two (2) years of the date of said deed if no dwelling is constructed or prior to conveyance of title to another party, whichever first occurs.

## 28. COVENANTS FOR MAINTENANCE

A. **Creation of the Lien and** Developer, being the owner each subsequent owner by a deemed to covenant and agree Developer and thereafter 1 assessments or charges; (2 maintenance and improvements provided to the Lot owners. and collected from time to time continuing lien on each Lot provided in the assessment. interest thereon and the costs fees, shall be the obligation time such assessment is made thereon and the cost of collection property by the Developer and

B. **Purposes of Assessments.** and thereafter the Homeowners the purpose of promoting the the residents of the Development maintenance of Common devoted and related to the makes up the Development. limited to, the collection of insurance, maintenance, cap legal representation, miscellaneous

C. **Annual Assessments** be seventy-two dollars (\$72 shall be charged against all Homeowners Association on a calendar year. The initial assessment on and after July 1, 1994, at the rate of six dollars (\$6.00) occupied prior to July 1, thereafter the Homeowners Association, changed in amount or to a maximum the amount shall be allowed with organizing the Homeowners directly to the Lot owners. shall not be changed. For property by the Developer and assessment.

D. **Special Assessments** authorized by Section C of the Homeowners Association may special assessment paid on an of Common Area maintenance as, but not limited to, trash provided to each Lot owner assessment shall be made. notice to each Lot owner of method of calculation, the Association may make such assessments determined by assessment shall require a majority all Lot owners pursuant to the

E. **Quorum/Meeting** business, the Homeowners Association will be recognized in the case each Lot owner if fifty-one percent by written proxy are in attendance the Board of Directors, a majority member officers/directors or of the Lot owners or the respective members of those

For purposes of authorizing eligible voting Lot owners, action being considered, majority Voting may be done in person voting, each Lot shall have one the Board of Directors voting only, regardless of the number

28. COVENANTS FOR MAINTENANCE AND ASSESSMENTS:

A. **Creation of the Lien and Personal Obligation of Assessments.** The Developer, being the owner of the Development, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay an amount to be determined by the Developer and thereafter the Homeowners Association: (1) Annual assessments or charges; (2) special assessments for Common Area maintenance and improvements, (3) periodic assessments for services provided to the Lot owners. Such assessments shall be fixed, established and collected from time to time and shall be a charge on the land and a continuing lien on each Lot so assessed if not paid within the time provided in the assessment. Each such assessment, together with such interest thereon and the cost of collection thereof, including attorneys' fees, shall be the obligation of the Lot owner of such property at the time such assessment is made. Such assessment together with interest thereon and the cost of collection may be applied as a lien on the property by the Developer and thereafter the Homeowners Association.

B. **Purposes of Assessments.** The Assessments levied by the Developer and thereafter the Homeowners Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Development and in particular the improvement and maintenance of Common Areas, communal services, and facilities devoted and related to the use and enjoyment of the property which makes up the Development. Such assessments may include, but are not limited to, the collection of sufficient funds for the payment of taxes, insurance, maintenance, capital improvements, equipment, management, legal representation, miscellaneous labor, and bank fees.

C. **Annual Assessments.** The initial annual assessment shall be seventy-two dollars (\$72.00) per year per Lot. Such assessment shall be charged against all Lots by the Developer and thereafter the Homeowners Association and shall be due on or before July 1 of each calendar year. The initial assessment for the first Lot owners occurring on and after July 1, 1994, and before July 1, 1995, shall be prorated at the rate of six dollars (\$6.00) per month for each month such home is occupied prior to July 1, 1995. By action of the Developer and thereafter the Homeowners Association, such annual assessment may be changed in amount or to a monthly assessment. However, any change in the amount shall be allowed only if it relates directly to costs associated with organizing the Homeowners Association, or providing services directly to the Lot owners. Until July 1, 1996, said annual assessment shall not be changed. For purposes of assessment, the ownership of property by the Developer shall not be considered a Lot for purposes of assessment.

D. **Special Assessments.** In addition to the annual assessments authorized by Section C thereof, the Developer and thereafter the Homeowners Association may levy in any assessment year on each Lot a special assessment paid on an annual basis or monthly basis for purposes of Common Area maintenance, capital improvements, or services such as, but not limited to, trash removal, snow removal, which are directly provided to each Lot owner. Prior to July 1, 1995, no special assessment shall be made. On or after July 1, 1995, and following notice to each Lot owner of the purpose of special assessment and the method of calculation, the Developer and thereafter the Homeowners Association may make such assessment. In the case of special assessments determined by the Homeowners Association, said assessment shall require a majority vote either in person or by proxy of all Lot owners pursuant to the method of voting outlined below.

E. **Quorum/Method of Voting.** For purposes of conducting business, the Homeowners Association must have a quorum. A quorum will be recognized in the case of business to be conducted by vote of each Lot owner if fifty-one percent (51%) of the Lot owners in person or by written proxy are in attendance. For purposes of action conducted by the Board of Directors, a quorum exists if four (4) of the seven (7) member officers/directors are present. Adequate notice of any meeting of the Lot owners or the Board of Directors shall be given to the respective members of those bodies.

For purposes of authorizing action, at least fifty-one (51%) of the eligible voting Lot owners, or officers, or directors as required by the action being considered, must vote in favor of the proposed action. Voting may be done in person or by written proxy. For purposes of voting, each Lot shall have one (1) vote only. Officers and members of the Board of Directors voting in such capacity shall have one (1) vote only, regardless of the number of Lots so owned.

F. **Duties of the Homeowners Association.** The Homeowners Association, along with the Lot owners, shall be bound by the Restrictions, along with the Homeowners Association. Certain actions require a majority vote of the Homeowners Association or by proxy. Examples of such actions are the following: changes in assessments, election of officers, capital improvements as a result of the selling of commonly owned property to a governmental entity.

Separate and apart from day-to-day management of the Homeowners Association shall initially be accomplished by the Homeowners Association Directors. The duties of those set forth in these By-laws, including, but not limited to, Common Area maintenance, collection of assessments, services provided to the Homeowners Association, and the Board of Directors may be assigned to the Homeowners Association Lot owners.

**Effect of Non-Payment of Assessments.** If assessments are not paid on the date collection thereof, including post-judgment interest, may be applied as a lien on the property, done in a manner which does not release the lien. Said recorded mortgages, but not mortgages or liens unless does not release the personal liability for such assessment and does not constitute a defense in litigation, to be initiated against the Lot owner. All assessments in addition to the annual assessment shall carry with them a lien for the amount of such assessment after the due date.

H. **Exempt Property.** The Declaration shall be exempt from the restrictions created herein: all easements or interests held by the Developer, Notwithstanding the provisions of these Covenants which a house has been sold, or liens regardless of the date of recording.

29. **PROTECTIVE COVENANTS:** The Covenants shall be binding on all parties and shall remain in full force and effect for a period of twenty-five (25) years, at which time said Covenants shall terminate in successive periods of ten (10) years unless the Homeowners Association, by judgment or court order, shall remain in full force and effect.

30. **ENFORCEMENT OF COVENANTS:** The Covenants shall be enforceable by the Homeowners Association through its Homeowners Association assignee, or the Homeowners Association, or the Plainfield Plan Commission. Enforcement of these Covenants and Restrictions by a governmental entity shall be considered a violation, nor shall an election of an enforcement action. Costs of enforcement, including attorneys' fees, shall be recoverable if incurred by any other entity.

31. The Homeowners Association shall be a corporation with mandatory membership.

## COVENANTS AND ASSESSMENTS:

**Personal Obligation of Assessments.** The Developer of the Development, hereby covenants, and the acceptance of a deed of conveyance, shall be obligated to pay an amount to be determined by the Homeowners Association: (1) Annual assessments, (2) special assessments for Common Areas, (3) periodic assessments for services. Such assessments shall be fixed, established in writing and shall be a charge on the land and a lien so assessed if not paid within the time specified. Each such assessment, together with such interest of collection thereof, including attorneys' fees of the Lot owner of such property at the time due. Such assessment together with interest of collection may be applied as a lien on the land thereafter the Homeowners Association.

The Assessments levied by the Developer and the Homeowners Association shall be used exclusively for the maintenance, recreation, health, safety and welfare of the Development and in particular the improvement and maintenance of Common Areas, communal services, and facilities for the use and enjoyment of the property which is assessed. Such assessments may include, but are not limited to, sufficient funds for the payment of taxes, utility bills, capital improvements, equipment, management, maintenance, professional labor, and bank fees.

**Assessments.** The initial annual assessment shall be \$100.00 per year per Lot. Such assessment shall be levied on Lots by the Developer and thereafter the Homeowners Association shall be due on or before July 1 of each year. The assessment for the first Lot owners occurring on or before July 1, 1995, shall be prorated at \$100.00 per month for each month such home is owned in 1995. By action of the Developer and the Homeowners Association, such annual assessment may be replaced by a monthly assessment. However, any change in assessment shall only if it relates directly to costs associated with the Homeowners Association, or providing services. Until July 1, 1996, said annual assessment shall be levied for purposes of assessment, the ownership of all lots shall not be considered a Lot for purposes of assessment.

In addition to the annual assessments provided for herein, the Developer and thereafter the Homeowners Association shall levy in any assessment year on each Lot a special assessment on an annual basis or monthly basis for purposes of capital improvements, or services such as snow removal, which are directly related to the development. Prior to July 1, 1995, no special assessment shall be levied. On or after July 1, 1995, and following the purpose of special assessment and the method of collection thereof, the Developer and thereafter the Homeowners Association shall levy a special assessment. In the case of special assessment levied by the Homeowners Association, said assessment shall be levied by a majority vote either in person or by proxy of the Homeowners Association as provided by the method of voting outlined below.

**Method of Voting.** For purposes of conducting business of the Homeowners Association must have a quorum. A quorum shall be a majority in interest (51%) of the Lot owners in person or by proxy. For purposes of action conducted by the Homeowners Association, a quorum exists if four (4) of the seven (7) members are present. Adequate notice of any meeting of the Homeowners Association shall be given to the members of the Homeowners Association.

For any action, at least fifty-one (51%) of the members of the Homeowners Association or officers, or directors as required by the Homeowners Association shall vote in favor of the proposed action. For purposes of action conducted by written proxy. For purposes of action conducted by written proxy, one (1) vote only. Officers and members of the Homeowners Association acting in such capacity shall have one (1) vote each. The Homeowners Association shall be established as a not-for-profit corporation with mandatory membership by each Lot owner.

**F. Duties of the Homeowners Association.** These Covenants and Restrictions, along with the By-laws of the Homeowners Association, outline the duties and responsibilities of the Homeowners Association. Certain actions require a majority vote of all Lot owners either in person or by proxy. Examples of such actions, but not limited thereto, include the following: changes in the Covenants and Restrictions, changes in assessments, election of officers and Boards of directors, construction of capital improvements as opposed to maintaining existing improvements, selling of commonly owned property, and dedication of property to a governmental entity.

Separate and apart from votes by the Homeowners Association, the day-to-day management and affairs and activities of the Development shall initially be accomplished by the Developer and thereafter by the Homeowners Association through its elected officers and Board of Directors. The duties of the officers and Board of Directors include those set forth in these Covenants and Restrictions, as well as the By-laws, including, but not limited to, architectural variance, Common Area maintenance, collection of assessments, payment of bills relating to services provided to the Development, and the enforcement of these Covenants and Restrictions. In addition to those responsibilities set forth above, the Board of Directors and officers of the Homeowners Association may be assigned additional duties by majority vote of the Lot owners.

**Effect of Non-Payment of Assessment.** If the assessments against Lots are not paid on the date due, then the assessments and the costs of collection thereof, including attorneys' fees and pre-judgment and post-judgment interest, may be collected by legal action or the recording of a lien on the property. Recording of a lien on the property shall be done in a manner which requires said lien to be paid in full before the release of the lien. Said liens shall be subordinate to any previously recorded mortgages, but shall not be made subordinate to any other mortgages or liens unless required by statute. The recording of a lien does not release the personal obligation of the owner of the Lot to pay such assessment and does not prevent collection efforts, including litigation, to be initiated against said owner personally.

All assessments in addition to interest and the rights expressed above shall carry with them a late fee. Said late fee shall be ten percent (10%) of the amount of such assessment and shall be added thirty (30) days after the due date.

**H. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: all easements, all Common Areas, all properties owned or held by the Developer, its successors and assigns for purposes of sale. Notwithstanding the provisions of this exemption, no property upon which a house has been erected shall be exempt from assessments, charges, or liens regardless of ownership.

**29. PROTECTIVE COVENANTS:** The Protective Covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the Lots covered by these Covenants. Invalidity of any one of the covenants, by judgment or court order, will in no way affect the other covenants which shall remain in full force and effect.

**30. ENFORCEMENT OF COVENANTS:** Enforcement of these Covenants shall be by proceedings at law or equity in any court or before any governmental agency as appropriate. Enforcement of these Covenants shall be authorized by the Developer, the Homeowners Association through its Board of Directors, and the Developer or Homeowners Association assignee, or any governmental agency, including the Plainfield Plan Commission. Enforcement may be had against any person, partnership, association, or corporation violating or attempting to violate any Covenants. Changes of Covenants and Restrictions by a majority vote as provided herein shall not be considered a violation, nor shall an eliminated Covenant or Restriction form the basis of an enforcement action. Costs of enforcing said Covenants and Restrictions, including attorneys' fees, shall be recoverable if incurred by the Developer or the Homeowners Association Board of Directors, or their assignees, but shall not be recoverable if incurred by any other entity.

**31.** The Homeowners Association shall be established as a not-for-profit corporation with mandatory membership by each Lot owner.