

COBBLEFIELD ESTATES

195131

NO FEB-9-P

SECTION ONE COVENANTS

COBBLEFIELD ESTATES SUBDIVISION COVENANTS

The undersigned Cobblefield Development, Inc. by A. Wayne Bruns, President and Karen Beeson, Secretary, being the owner and developer of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as COBBLEFIELD ESTATES, SECTION ONE, an Addition to the Town of Cumberland, Hancock County, Indiana.

1. STREETS:

All streets shown and not heretofore dedicated are hereby dedicated to the public for its use. All lots shall be accessed from the interior streets of the subdivision, except for lots facing Buck Creek Road.

2. FRONT BUILDING LINES:

Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two feet and six feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street, driveway and driveway connecting points. Twenty five feet from the intersection of said street lines or driveway lines at a corner. The same sight line limitations shall apply to any lot within a ten (10) foot zone at 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

3. LANDSCAPE EASEMENTS:

Any areas of ground on the plat marked "Landscape Easements" are hereby created and reserved: (i) For the use of Developer during the development period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) For the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements except as otherwise provided by Developer or installed and maintained by the Association. No permanent structure

5. UTILITY EASEMENTS:

There are strips of property as shown on the are hereby designated and reserved for use of utilities for the installation and maintenance of drainage facilities (hereinafter referred to as easements). No permanent or other structure be erected or maintained on such Utility Easement shall take title to that part of the utility as a part of his lot, subject to the rights of ingress and egress in and along, across, utility easement.

6. NUISANCES:

No outside toilets shall be permitted on any (except port-a-toilets or like structures during

7. CONSTRUCTION OF SEWAGE LINES:

All sanitary sewage lines on the lots shall be constructed in accordance with the provisions of the Town of Cumberland Sewer Department.

8. IN GENERAL:

No noxious or offensive activities shall be conducted in the property, nor shall anything be done on said lots that shall become or be an annoyance or nuisance to any owner or another lot in the

9. NO ANIMALS:

No animals, livestock or poultry of any kind bred or kept on any lot, except that dogs, or household pets may be kept, provided they are maintained for any commercial purposes. They shall not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

10. VEHICLE PARKING:

No trucks, campers, trailers, recreational vehicles or similar

(2) and (3) feet above the ground surface. No structure shall be permitted to remain on any corner lot if the minimum area formed by the street property lines and a 25-foot square corner twenty-five (25) feet from the intersection of such street lines. In the case of a proposed corner lot, the restrictions of this street lines extended. The same restrictions shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, alley or utility line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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Any areas of ground on the plat marked "Landscape Easements" are hereby created and reserved: (I) For the use of Developer during the development period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements; and (II) For the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements, except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon any landscape easements. The owners of lots in the subdivision shall take and hold title to the lots subject to any landscape easements herein created and reserved.

4. COMMON AREAS:

All areas designated as a Block, as shown on the plat, are hereby declared to be common areas. Portions of the common areas are designated as "Lake" which shall be the area which is reserved for the water of the lake. No structure or docks of any kind shall be built within the area shown as the lake. All common areas are hereby reserved for the use of the Developer during the development period, and for the use of the Association after the development period for any purposes deemed to be for the benefit of the development as well as for access to the lake and for the constructions, maintenance and control thereof. The owners of lots which are contiguous to the lake shall be entitled to the exclusive use of their lake, as is located between their lot lines and the water's edge of the lake, subject only to the rights of Association and the developers as stated above. Each lot owner shall be responsible for mowing and maintaining his property between his lot lines and the edge of the water in the lake, unless and until the Association shall elect to take over such maintenance. There shall be no swimming or boats in the lake. The Association may adopt reasonable rules and regulations concerning the use of the common areas and the lake. The Developer, during the development period, and the Association thereafter shall have the power and authority to grant drainage, utility, sewer, and landscape easements in the lake and common areas and the same shall thereafter be binding on the owners.

8. IN GENERAL:

No noxious or offensive activities shall be conducted on any lot in the property, nor shall anything be done on said lots that shall become or be an unreasonable nuisance to any owner or another lot in the property.

9. NO ANIMALS:

No animals, livestock or poultry of any kind bred or kept on any lot, except that dogs, or household pets may be kept, provided they are maintained for any commercial purposes. Any dog not be permitted to roam at large within the property shall be confined to the owners premises.

10. VEHICLE PARKING:

No trucks, campers, trailers, recreational vehicles, trailers or similar vehicles (excepting temporary trailers being used in conjunction with work) shall be parked on any street or lot in the property more than forty-eight hours unless such vehicle is within a garage. No inoperative or unlicensed vehicle shall be parked or repaired on any lot or on the driveway.

11. GARBAGE, TRASH AND OTHER REFUSE:

No owner of a lot in the property shall burn, burn out-of-doors or other refuse, or permit the accumulation of such refuse on his lot. Rubbish, garbage or other refuse shall be kept in sanitary containers. All equipment for disposal of such materials shall be kept clean and stored on any lot in open public view. All other waste shall be regularly removed from the property and shall not be allowed to accumulate thereon. All property shall be equipped with a garbage bin.

12. FUEL, STORAGE TANKS AND TRASH RECEPTACLES:

Every tank for the storage of fuel that is located on the property shall be buried below ground or entirely screened from the view of adjacent properties and public street frontages. Every tank for ashes, trash, rubbish or garbage shall be underground or shall be so placed and kept as to be screened from any street within the property at any time when refuse collections are being made.

...therafter be binding on the owners...
 ...cept easements in the lake and common...
 ...the power and authority to grant drainage...
 ...development period, and the Association...
 ...of the common areas and the lake...
 ...on may adopt reasonable rules and...
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 ...the Association shall elect to take...
 ...lot lines and the edge of the water...
 ...responsible for mowing and maintaining...
 ...and the developers as stated above...
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 ...lake frontage as is located between their...
 ...to the lake shall be entitled to the...
 ...and control thereof. The owners of...
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 ...part. Portions of the common areas are...
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 ...location, no permanent structure...
 ...to be installed by developer or installed...
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 ...ation, maintenance, repair and...
 ...For the use of the Association for...
 ...screening materials and...
 ...access to and the installation...
 ...For the use of Developer...
 ..."Landscape Easements" are

...at such sight lines...
 ...is maintained at sufficient...
 ...each distance of such...
 ...or alley-line...
 ...the intersection of a...
 ...the intersection of the...
 ...of said street lines...
 ...and a line connecting points...
 ...within the triangular area...
 ...shall be placed or...
 ...at elevations two...
 ...No fence, wall, hedge...
 ...No light-of-way lines or lot street no

...when such conditions are being made...
 ...from and shall remain the property at any time, except at times...
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12. FUEL STORAGE TANKS AND TRASH RECEPTACLES:

...property shall be equipped with a garbage disposal...
 ...be allowed to accumulate thereon. All dwellings built on the...
 ...other waste shall be regularly removed from a lot and shall not...
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 ...kept in sanitary containers. All equipment for storage or...
 ...such refuse on his lot. Rubbish, garbage or other waste shall be...
 ...such owner accumulate or permit the accumulation out-of-doors of...
 ...burning out-of-doors of garbage or other refuse, nor shall any...
 ...No owner of a lot in the property shall burn or permit the

11. GARBAGE, TRASH AND OTHER REFUSE:

...parked or repaired on any lot or on the driveway thereof...
 ...with a garage. No motor vehicle or unlicensed vehicle shall be...
 ...more than forty-eight hours unless such vehicles are stored...
 ...be parked on any street or lot in the project for a period of...
 ...vehicles being used in connection with work in progress shall...
 ...trailers or similar vehicles in temporary construction...
 ...no trucks, campers, trailers, recreational vehicles, boats, boat...
 ...trailers or similar vehicles in temporary construction

10. VEHICLES PARKING:

...shall be confined to the owner premises...
 ...not be permitted to load or unload within the sidewalk and...
 ...maintained for any commercial purposes. Any animal so kept shall...
 ...nonresidential purposes may be kept, provided they are not kept, bred or...
 ...bred or kept on any lot, except that dogs, cats or other small...
 ...No animals, livestock or poultry or any kind shall be raised,

9. NO ANIMALS:

...nuisance to any other or another lot in the property...
 ...said lots that shall become or be an unreasonable annoyance to...
 ...lot in the property, nor shall anything be done on any of the...
 ...No noxious or offensive activities shall be carried on, on any

8. IN GENERAL:

...The Town of Cumberland Sewer Department...
 ...in accordance with the provisions and easements of...
 ...the plat and the plat shall be deemed to be a part of this

COBBLEFIELD ESTATES SECTION ONE COVENANTS

SIZE 175
 CARPET 5
 1110-10-0111
 FEB 4 2006
 JAY GIBBS
 REC'D
 11/10/06

ARTICLE SUBDIVISION COVENANTS

and Development, Inc. by A. Wayne Bruns,
 Secretary, being the owner and
 legal estate do hereby lay off, plat
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 (10) feet from the intersection of a
 of a driveway pavement or alley line
 to remain within such distance of such
 village line is maintained at sufficient
 ions of such sight lines.

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 (1) for the use of developer
 for access to and the installation
 landscaping, screening materials and
 for the use of the Association for
 non, maintenance, repair and
 screening, screening materials and

ARTICLE EASEMENTS

there are strips of property as shown on the recorded plat which
 are hereby designated and reserved for use of the public
 utilities for the installation and maintenance of utilities and
 drainage facilities (hereinafter referred to as utility
 easements). No permanent or other structure or obstruction shall
 be erected or maintained on such utility easement, but each owner
 shall take title to that part of the utility easement comprising
 a part of his lot, subject to the rights of such public utility
 for ingress and egress in and along, across, through and over the
 utility easement.

Not outside lots shall be permitted on any lot in the property
 (except port-o-lets or like structures during construction).

CONSTRUCTION OF SEWAGE LINES

All sanitary sewage lines on the lots shall be designed and
 constructed in accordance with the provisions and requirements of
 the town of Cumberland and sewer department.

IN GENERAL

No records or descriptive activities shall be carried on, on any
 lot in the subdivision, nor shall anything be done on any of the
 said lots which shall become or be an unreasonable encumbrance or
 nuisance to any other lot in the property.

NO ADVERTISEMENTS

No signs, notices, advertisements or any kind shall be placed
 on or near any lot, or on any building, or on any other person
 or property, or in any way, which may be considered a nuisance or
 an annoyance to any other lot in the subdivision, or which may
 be considered a nuisance or an annoyance to any other lot in the
 subdivision, or which may be considered a nuisance or an annoyance

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COBLEFIELD ESTATES

SECTION ONE - COVENANTS

13. MODEL HOMES:

No owner of any lot in the property shall build or permit the building upon said lot of any dwelling that is to be used as a model home or exhibit house without permission to do so from the developer.

14. OUTBUILDINGS:

No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building. No motor home, trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

15. DITCHES AND SWALES:

It shall be the duty of every owner of every lot in the property on which part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection. All owners, if necessary, shall install drive culverts between the road rights-of-way and their lots in conformity with the specifications and recommendations of the Town of Cumberland.

16. RESIDENTIAL DEVELOPMENT REQUIREMENT:

The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, or basements below ground level shall contain no less than 1900 square feet of ground floor living area for a one-story structure or 1200 square feet of minimum ground floor area if higher than one story, provided higher than one story structures shall have a minimum of 2200 square feet of total living area.

17. RESIDENTIAL SETBACK REQUIREMENTS:

18. ARCHITECTURAL CONTROL COMMITTEE:

Prior to application for improvement local ordinance of Cumberland for the construction of a building structure, site plans and building plans, written by the Architectural Control Committee and in the Declaration of Restrictions, and Estates Homeowners Association by-laws, during the development period, include building location, private drives, tree preservation and landscaping. This committee shall be composed of the appointees of the Developer. The Developer shall be required by the committee unless otherwise provide. Members of the committee of meeting for review of plans and specifications by telephone within forty-eight hours after specifications have been submitted for approval.

All dwellings will be built by custom builder with experience in custom construction of houses meeting standards of these commitments and design area. No dwelling shall use aluminum or exterior surface for more than eight percent aggregate exterior surface area. Modular homes are prohibited.

No dwelling, building structure or improvement of any kind shall be constructed or placed on any lot without the prior approval of the Architectural Control Committee. Such approval shall be obtained only after written application to the Architectural Control Committee by the owner of the requesting lot. Such written application shall be in the form prescribed from time to time by the committee and accompanied by two (2) complete sets of plans for any such proposed construction or improvement. The plans shall include plot plans showing the location of the existing upon the lot and the location of the proposed to be constructed or placed upon and clearly designated. Such plans and drawings shall set forth the color and composition of all exterior surfaces proposed to be used and any proposed landscaping or any other material or information which the committee may require. All plans and drawings required by the committee shall be drawn to a scale as the committee shall determine. There shall also be submitted, where applicable, reports as hereinbefore required. All such applications shall be prepared by a Registered Land Surveyor, Engineer or Architect.

The committee may refuse to grant permission for or make the requested improvement when:

of contiguous unobstructed area of land, and the cost for the installation of same shall not exceed the amount reasonably necessary to accomplish the purpose of the subject of all owners of the property shall be bound by the terms hereof. The terms of this agreement shall conform with the specifications and recommendations of the Town of Chester.

16. RESIDENTIAL DEVELOPMENT REQUIREMENTS:

The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, or basements below ground level, shall contain no less than 1900 square feet of ground floor living area for a one-story structure or 2200 square feet of minimum ground floor area if higher than one story, provided higher than one story structures shall have a minimum of 2200 square feet of total living area.

17. RESIDENTIAL SETBACK REQUIREMENTS:

- A. In general - unless otherwise provided in these requirements or on the recorded plat, all development standards shall meet at least R-1 restrictions and no dwelling or ground grade structure shall be constructed or placed on any lot in the property except as provided herein.
- B. Definitions - "side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear Line" means the lot boundary line that is furthest from, and substantially parallel to the road on which the dwelling on the lot fronts except that on corner lots, it may be determined from either abutting road. All lots along Buck Creek Road shall face Buck Creek Road except for lots which face streets in the subdivision.
- C. Front Yards - The front building setback lines shall be fifty (50) feet.
- D. Side Yards - 20' (this minimum is equally divided between sides.)
- E. Rear Yards - 25'

18. HOMEOWNERS ASSOCIATION:

Each lot owner shall be a member of Cobblefield Estates Homeowners Association and shall be bound by the bylaws thereof.

and shall be constructed or placed on without the prior approval of the committee obtained only after written application by the owner of the requesting property. The application shall be accompanied by two (2) complete sets of form prescribed from time to time by the committee and shall include plot plans showing the location of the proposed construction or improvement and clearly designated. Such plans and reports shall also be submitted, where appropriate, as hereinbefore required. All reports prepared by a Registered Land Surveyor,

- (A) The plans, specifications, drawings submitted are themselves inadequate or proposed improvement to be in violation of the applicable zoning ordinance.
- (B) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of adjacent buildings or structures.
- (C) The proposed improvements, or a part thereof, in the opinion of the committee, be contrary to the public health, safety, or welfare or rights of all or any part of the neighborhood.

20. HEATING PLANTS AND GARAGES:

Every dwelling in the property must contain a heating plant installed in compliance with the requirements of the applicable zoning ordinance providing adequate heat for the year-round occupancy of the dwelling. Every dwelling in the property shall have an attached two, three or four car garage.

... every lot in the property ... storm drainage ditch or ... portion thereof as may be situated upon the ... such culverts upon said lot as may be ... to accomplish the purpose of this ... it necessary, shall install drive ... way and their lots in ... specifications and recommendations of the ...

... stage of living space of dwellings ... terraces, garages, carports, or basements ... floor area if higher than one story ... one-story structure or 1200 square ... II contain no less than 1900 square feet of ...

... REQUIREMENTS:

... minimum of ...

... front building setback lines shall be fifty ... this minimum is equally divided between sides.)

... and shall be bound by the bylaws thereof.

... are prohibited.

... kind shall be constructed or placed on any lot in the property ... Without the prior approval of the committee. Such approval shall ... be obtained only after written application has been made to the ... committee by the owner of the requesting authority from the ... form prescribed from time to time by the committee and shall be ... accompanied by two (2) complete sets of plans and specifications ... for any such proposed construction or improvement. Such plans ... shall include plot plans showing the location of all improvements ... existing upon the lot and the location of the improvement ... proposed to be constructed or placed upon the lot, each properly ... and clearly delineated. Such plans and specifications shall set ... forth the color and composition of all exterior materials ... any other material or information which the committee may ... require. All plans and drawings required to be submitted to the ... committee shall be drawn to a scale as the committee may require. ... There shall also be submitted, where applicable, the details or ... reports as hereinafter required. All such plot plans shall be ... prepared by a registered land surveyor, engineer or architect.

... The committee may refuse to grant permission to construct, place ... or make the requested improvement, their ... (V) The plans, specifications, drawings, or other material ... submitted are themselves inadequate or incomplete, or show the ... proposed improvement to be in violation of these plat covenants. ... (B) The design or color scheme of a proposed improvement is ... not in harmony with the general surroundings of the lot or with ... adjacent buildings or structures. ... (C) The proposed improvements, or any part thereof, would, in ... the opinion of the committee, be contrary to the interests, ... welfare or rights of all or any part of the owner.

20. HEATING PLANTS AND GARAGES:

... Every dwelling in the property must contain a heating plant ... installed in compliance with the required codes and capable of ... providing adequate heat for the year-round human habitation of ... the dwelling. Every dwelling in the property must have at least ... an attached two, three or four car garage.

COBBLEFIELD ESTATES
SECTION ONE - COVENANTS

SLIDE 175
CABINET B
INSTR NO 90-0779

19. ARCHITECTURAL CONTROL COMMITTEE:

Prior to application for improvement location permits for the town of Cumberland for the construction of a dwelling or other structure, site plans and building plans shall be approved in writing by the Architectural Control Committee as defined herein, and in the Declaration of Restrictions, and in the Cobblesfield Estates Homeowners Association by-laws. Such approval shall, during the development period, include building design, color and location, private drives, tree preservation and proposed landscaping. This committee shall be composed of the developer or the appointees of the developer. The developer's signature shall be required by the committee unless the committee shall otherwise provide. Members of the committee shall receive notice of meeting for review of plans and specifications personally or by telephone with forty-eight hours after plans and specifications have been submitted for approval.

All dwellings will be built by custom builders who have experience in custom construction of housing comparable to the standards of these covenants and development in the general area. No dwelling shall use aluminum or vinyl siding on its exterior surface for more than eight percent (8%) of the aggregate exterior surface area. Modular constructed structures are prohibited.

No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the property without the prior approval of the committee. Such approval shall be obtained only after written application has been made to the committee by the owner of the requesting authorization from the form prescribed from time to time by the committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include floor plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot. Each properly and clearly designated subdivision and specification shall set forth the color and composition of all exterior materials to be used and an approved landscaping together with any other matter which the committee may require. All such plans shall be submitted to the committee at least five (5) days before the meeting of the committee. The committee may require that all such plans shall be submitted to the committee for review and approval of each lot in the property.

every owner of every lot in the property shall be required to provide a storm drainage ditch or swale as shown on the plat and to provide such culverts upon said lot as may be necessary, shall install drive and signs-of-way and their lots in accordance with the recommendations of the committee and recommendations of the planning department. Such written application shall be in the manner and form prescribed from time to time by the committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include floor plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot. Each properly and clearly designated subdivision and specification shall set forth the color and composition of all exterior materials to be used and an approved landscaping together with any other matter which the committee may require. All such plans shall be submitted to the committee at least five (5) days before the meeting of the committee. The committee may require that all such plans shall be submitted to the committee for review and approval of each lot in the property.

the property shall build or permit the use without permission to do so from the

houses, detached storage sheds or tool used by a builder during the construction of the building, which structures shall be promptly removed upon completion of the building. No motor home, boat, basement, garage or other outbuilding shall be used as a residence, temporary or permanent; a temporary character be used as a

age of living space of dwellings in the development. Residential lots in the development shall be used for garages, carports, or other structures of less than 1900 square feet of floor area. If higher than one story, a one-story structure shall have a minimum of 1000 square feet of living area.

REQUIREMENTS:

COBBLEFIELD ESTATES SECTION ONE

COVENANTS & RESTRICTIONS

A minimum of two (2) trees, of 2-1/2 inches in diameter, or more will be required to be on, or be planted on, each residential lot. Together with adequate shrubbery. (In the front yard) One "photo cell" type dusk to dawn yard light will be required in each front yard. There will be provided along the entire length of where the property abuts 100 North, except the street openings, a landscape and earth mound screen. The earth mounding will vary between three and six feet in height. Such mounding may be reduced in size where necessary to preserve existing trees and may extend to eight feet in height. Landscaping will be provided by clusters of deciduous and evergreen trees, planted in groups of two, three and four approximately 20 feet on center with groups of shrubbery in between.

No outbuildings shall be constructed in this subdivision.

Only in-ground pools will be permitted.

Front yards shall be sodded.

Procs shall be used to preserve the appearance of the existing lawns. Areas within the development, lawn lamps, light fixtures or mailboxes must be approved by the developer as to size, location, height and composition before it may be installed. Fencing shall not exceed six feet (6') in height, and no fence may be placed closer to the front lot line than the front building setback line.

21. DILIGENCE IN CONSTRUCTION:

Every building whose construction or placement on any lot in the property is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than six (6) months from the time of such destruction or damage. If the owner shall fail to move or repair same within the time specified then the developer or the Association may repair or remove the same, and the cost thereof shall be assessed against the owner of such lot. Any such assessment shall be a lien upon the land.

In the event that the owner of any lot in the Development fails to maintain his lot and any improvements in accordance with the provisions of these restrictions, the Association shall have the right, but not the obligation, by its agents and employees or contractors, to enter upon the lot to repair, mow, clean or perform such other acts as are reasonably necessary to make such lot and improvements conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in the same manner from Owner. Neither Developer nor any of its employees or contractors shall be liable for any damages or result from any maintenance work performed hereon until dwellings are constructed upon all lots, at which time the Homeowners Association shall succeed to the right herein.

24. DRIVEWAYS:

Each driveway in the subdivision shall be of concrete and not exceed, in width, the side boundaries of the lot. Additional parking shall be permitted on a lot adjacent to an existing driveway. Decorative brick placed in driveways shall be designed and approved by the Architectural Committee on a case-by-case basis.

25. ANTENNAS AND SATELLITE DISHES:

All communication antenna shall be placed indoors or in a screened view. Communication devices for transmission of radio signals or any attachments or free-standing devices for solar technology or other purposes must be approved by the Homeowners Association Committee.

26. ENFORCEMENT:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Homeowners Association, any person or entity having any right or interest in the real estate (or any part thereof) or any person or entity having any right, title or interest in the real estate.

fences, light fixtures, signs, and other improvements on the natural quality and aesthetic appearance of the existing geographic areas within the development. The location, height and composition of fences shall not exceed six feet in height and placement may be placed closer to the front lot line than the front building setback line.

21. DILIGENCE IN CONSTRUCTION:

Every building whose construction or placement on any lot in the property is begun shall be completed within twelve (12) months after the beginning of such construction or placement. An improvement which has partially or totally been destroyed by fire or otherwise shall be replaced or repaired within six (6) months from the time of such destruction or damage. If the owner shall fail to move or repair same within the time allotted then the developer or the Association may repair or remove the same and the cost thereof shall be assessed against the owner of such lot and become a continuing lien upon the land in the same manner and enforceable by the same means and charges as the levying and collection of charges for maintenance of common property as set forth in the declaration of covenants,

conditions and restrictions as recorded in the Office of the Recorder of Hancock County, Indiana.

22. PROHIBITION OF USED STRUCTURES:

All structures constructed or placed on any lot in the property shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

23. MAINTENANCE OF LOTS AND IMPROVEMENTS:

The owner of any lot in the property shall at all times maintain the lot and any improvements thereon in a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- A. Mow the lawn at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- B. Remove all debris or rubbish.
- C. Except the existence of any other condition that reasonably remains neutral, trim or diminish the aesthetic appearance of the property.
- D. Paint and repair dead trees.
- E. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Each driveway in the subdivision shall be of a width which, the side boundaries of additional parking shall be permitted on a existing driveway. Decorative brick placed on a driveway shall be approved by the Architectural Committee on a case-by-case basis.

25. ANTENNAE AND SATELLITE DISHES:

All communication antenna shall be placed in a view of communication devices for transmission. Any attachments or free-standing devices for solar technology or other purposes must be approved by the Owners Association Committee.

26. ENFORCEMENT:

Violation or threatened violation of these restrictions shall be grounds for an action. Association, any person or entity having an interest in the real estate (or any part thereof) or entity having any right, title or interest in the subdivision which is now or hereafter made to the declaration, and all persons or entities against the person or entity violating or threatening to violate any such covenants or restrictions. Any such action shall include recovery or due for such violation, injunctive relief a violation or threatened violation, declaratory relief, recovery of costs and attorney's fees incurred in successfully enforcing these covenants and provided, however, that neither the developer nor the Association shall be liable for damages of any kind to enforce or carry out such covenants or restrictions.

No delay or failure on the part of any aggrieved party to avail itself of any available remedy with respect to a violation of these Restrictions shall be held to constitute an estoppel of that party to assert such violation or violations of these Restrictions.

27. AMENDMENT:

These covenants and restrictions may be amended by the owners of at least two-thirds (2/3) of the lots in such subdivisions which are now or hereafter made a part of the declaration; provided, however, that such amendment of these covenants and restrictions shall be evidenced by a written instrument, acknowledged by the lot owner or owners, and shall set forth facts sufficient to demonstrate compliance with this paragraph and shall be recorded in the Office of the Recorder of Hancock County, Indiana.

These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in all subdivisions which are now or hereafter made subject to and the lots in such subdivisions have been sold by developer, and such amendments shall be subject to the approval of developer. Each such amendment shall be recorded by the owner of records concerning therein, which shall be recorded in the office of the recorder of DeKalb County, Georgia.

27. AMENDMENT: In the property shall at all times maintain covenants situated thereon in a manner as to improvements from becoming unightly; and owner shall: such times as may be reasonably required in unsightly growth of vegetation and removal of debris or rubbish; existence of any other condition that detract from or diminish the aesthetic appearance of the property; or if improvements to be relocated or placed on any such lot.

AND IMPROVEMENTS: In the property shall at all times maintain covenants situated thereon in a manner as to improvements from becoming unightly; and owner shall: such times as may be reasonably required in unsightly growth of vegetation and removal of debris or rubbish; existence of any other condition that detract from or diminish the aesthetic appearance of the property; or if improvements to be relocated or placed on any such lot.

25. ANTENNAE AND SATELLITE DISHES: All communication antennas shall be placed indoors and out of view. Communication devices for transmission are not allowed. Any attachments or free-standing devices for communication, solar technology or other purposes must be approved by the Home Owners Association Committee. Each driveway in the subdivision shall be of concrete and shall not exceed, in width, the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway. Decorative brick placed in concrete may be considered and approved by the Architectural Control Committee on a case-by-case basis.

24. DRIVEWAYS: Each driveway in the subdivision shall be of concrete and shall not exceed, in width, the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway. Decorative brick placed in concrete may be considered and approved by the Architectural Control Committee on a case-by-case basis.

Such times as may be reasonably required in unsightly growth of vegetation and removal of debris or rubbish; existence of any other condition that detract from or diminish the aesthetic appearance of the property; or if improvements to be relocated or placed on any such lot.

AND IMPROVEMENTS: In the property shall at all times maintain covenants situated thereon in a manner as to improvements from becoming unightly; and owner shall: such times as may be reasonably required in unsightly growth of vegetation and removal of debris or rubbish; existence of any other condition that detract from or diminish the aesthetic appearance of the property; or if improvements to be relocated or placed on any such lot.

26. ENFORCEMENT: Violation or threatened violation of these covenants and restrictions shall be deemed to be a violation of the declaration of covenants and shall be subject to an action on the part of the developer or the association. The cost thereof shall be assessed against the owner of the property at the time of such destruction or damage. If to move or repair same within the time of the Association may repair or replace the same. If such construction or placement shall be completed within twelve (12) months from the date of placement on any lot in the subdivision or totally destroyed by fire (partially) or totally destroyed by fire. No such construction or placement shall be allowed to remain in such state for more than the time of such destruction or damage.

25. ANTENNAE AND SATELLITE DISHES: All communication antennas shall be placed indoors and out of view. Communication devices for transmission are not allowed. Any attachments or free-standing devices for communication, solar technology or other purposes must be approved by the Home Owners Association Committee. Each driveway in the subdivision shall be of concrete and shall not exceed, in width, the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway. Decorative brick placed in concrete may be considered and approved by the Architectural Control Committee on a case-by-case basis.

construction or placement on any lot in the lot to be completed within twelve (12) months. No such construction or placement shall be partially or totally destroyed by fire. It is allowed to remain in such state for more than the time of such destruction or damage. It to move or repair same within the time.

25. To the front lot line than the front yard setback (6') in height, and no fence or wall shall be installed. In the development, any fence, light fixture or other structure shall be installed in a manner that does not detract from the aesthetic appearance of the existing development. In order to preserve the appearance of the existing development, mailboxes, signs, and other structures shall be installed in a manner that does not detract from the aesthetic appearance of the existing development.

24. DRIVEWAYS: Each driveway in the subdivision shall be of concrete and shall not exceed, in width, the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway. Permitted parking shall be placed in concrete or other material approved by the architectural control committee on a case-by-case basis. Driveways shall be constructed in this subdivision. Driveways shall be constructed in this subdivision. Driveways shall be constructed in this subdivision.

23. All communication antennas shall be placed indoors and out of view from the street. Any communication antenna shall be placed indoors and out of view from the street. Any communication antenna shall be placed indoors and out of view from the street.

22. Each driveway in the subdivision shall be of concrete and shall not exceed, in width, the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway. Permitted parking shall be placed in concrete or other material approved by the architectural control committee on a case-by-case basis. Driveways shall be constructed in this subdivision. Driveways shall be constructed in this subdivision. Driveways shall be constructed in this subdivision.

21. In the event that the owner of any lot in the subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, conform to the requirements of these restrictions. The cost thereof to Developer shall be collected in any reasonable manner from owner. Neither Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. At the time dwellings are constructed upon all lots, Cobblefield Estates Homeowners Association shall succeed to the rights of Developer therein.

COBBLEFIELD ESTATES SECTION ONE COVENANTS & RESTRICTIONS

176
 Sub B
 Cabinet B
 90-0777
 1177
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 1177

COBBLEFIELD ESTATES SECTION ONE

COVENANTS & RESTRICTIONS

These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph) shall run with the land and shall be binding upon all persons or entities from time to time having any rights, title or interest in the real estate, or any part thereof, and on all persons or entities claiming under them, until January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all subdivisions which are now or hereafter are subject to and annexed to this declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement already created and reserved unless such persons entitled to the beneficial use of such easement shall consent thereto.

28. SEVERABILITY

Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions, and of and from every other one of the restrictions, and of and from every other one of the restrictions, and of and from every combination of the restrictions.

Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

STATE OF INDIANA

COUNTY OF [unclear]

Before me, a Notary Public in and for said personally appeared A. Wayne Bruns, Secretary of Cobblefield Development, acknowledged the execution of the above as their own voluntary act and deed.

My commission expires 12-16

NOTARY PUBLIC

PRINTED SIGNATURE

COUNTY OF RESIDENCE Madison

PERSONS EXCLUDED TO THE EXTENT OF THEIR OWN CONSENT THEREIN RESIDENCE Alison

28. INVALIDATIONS

Every one of the restrictions herein contained shall be independent of and severable from every other restriction and of and from every other one of the restrictions, and of and from every other one of the restrictions, and of and from every combination of the restrictions.

Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

IN WITNESS WHEREOF, Cobblefield Development, Inc. by A. Wayne Bruns, President and Karen Beeson, Secretary, owners, have hereunto caused its and their names to be subscribed this 9th day of February, 1999.

COBBLEFIELD DEVELOPMENT, INC.

BY: A. Wayne Bruns
A. WAYNE BRUNS, President

Karen Beeson
KAREN BEESON, Secretary

76992 Fieldstone Ct
10234 Cobblefield Way

DECLARATION OF MAINTENANCE OBLIGATION

THIS DECLARATION made this 14th day of April, 1991, by A. Wayne Brum ("Declarant").

WITNESSETH

WHEREAS the following facts are true.

A. Declarant is the owner of fee simple title to certain real estate located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate");

B. Declarant has installed or plans to install in the right-of-way known as Cobblefield Way Street, Indianapolis, Indiana (hereinafter referred to as the "Right-of-Way") adjacent to the Real Estate the equipment described in Exhibit B attached hereto (hereinafter referred to as the "Water Equipment"), which Declarant desires to connect to the water line of the Indianapolis Water Company ("Water Company").

C. The Water Company is objecting to the installation of the Water Equipment pursuant to Rule 7(A) of its Rules and Regulations on file with and approved by the Indiana Utility Regulatory Commission governing its provision of water utility service because it is concerned that in the future the Water Company might be requested to maintain, repair or replace (hereinafter "maintain") the Water Equipment because of its location in the Right-of-Way.

D. Declarant deems it desirable that the owner of the Real Estate be responsible for maintaining the Water Equipment and that the Water Company have no obligation to maintain the Water Equipment.

NOW, THEREFORE, Declarant declares that the Real Estate and the Water Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the

7/15

provisions, agreements, covenants and restriction hereinafter set forth:

1. Declaration. Declarant hereby expressly declares (1) that the Water Company shall have no obligation to maintain in any manner the Water Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Water Equipment regardless of the cause; and (3) that the maintenance of the Water Equipment, if such is to be maintained, shall be the obligation of the owners of the Real Estate. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Water Equipment or any right to impose an obligation on the Water Company to maintain the Water Equipment, and if Declarant or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant for itself and its successors and assigns hereby expressly waives that right.

2. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Water Equipment shall be subject to and comply with the provisions of this Declaration and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate in the Real Estate or the Water Equipment as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof. This Declaration shall remain in effect for so long as the Water Equipment is connected to the water line of the Water Company. All persons, corporations, partnerships, trusts and other legal entities which may own, occupy, use, enjoy or control any of the Real Estate or the Water Equipment shall be subject to this Declaration.

3. Maintenance of the Water Equipment. The obligation to maintain the Water Equipment shall rest with the owners of the Real Estate for so long as the Water Equipment is connected to the water line of the Water Company. If the owners of the Real Estate fail to maintain the Water Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

HANCOCK
J. R. O'Neil

IN WITNESS WHEREOF, Declarant has executed this Declaration on this day and year first hereinabove set forth.

By: [Signature]
A Wayne Name
Printed Name
Developer
Title

STATE OF INDIANA }
COUNTY OF Hancock } SS:

Before me, a Notary Public in and for said County and State, personally appeared A Wayne Name, by me known to be the Developer of Cobblefield Estates, who acknowledged the execution of the foregoing "Declaration of Maintenance Obligation" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 26th day of August, 1994.



[Signature]
Notary Public
Sharon K. Yocum
Printed Signature

My Commission Expires: August 26, 1994
My County of Residence: Hancock

This instrument was prepared by Mary M. Stanley, an attorney, 810 Fletcher Trust Building, Indianapolis, Indiana 46204

EXHIBIT A
(Legal Description of the Real Estate owned by Declarant
adjacent to Right-of-way)

I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that I have conducted a survey under my direct supervision and to the best of my professional knowledge, information and belief this plat is an accurate representation of that survey and that all monuments shown thereon actually exist; and that all other requirements specified herein, done by me, have been met, and that the real estate is described as follows:

Part being the Southeast 1/4 of Section 26, Township 36 N., Range 4 E., in Hancock County, Indiana, said part being more particularly described as follows: *640 Acres* COMMENCING at a Brass monument marking the Southeast corner of said 1/4 1/4 Section; thence North 00° 31' 39" West a distance of 892.08 feet to the centerline of Snider Ditch (e.c. #13621) and being the POINT OF BEGINNING of this description; thence South 59° 11' West along said centerline a distance of 476.25 feet; thence North 74° 56' 36" West a distance of 88.04 feet; thence North 35° 29' 11" East a distance of 150.00 feet; thence North 16° 05" West a distance of 45.52 feet; thence South 68° 58' 40" West a distance of 237.95 feet; thence South 89° 22' 19" West a distance of 300.00 feet; thence North 00° 37' 11" West a

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1999 NOV 4 P 1:25
MARCEL E. PHILBORN
Marcel E. Philborn

EXHIBIT B

(Description of Water Equipment located in right-of-way)

main water supply - 1 1/2" PVC	2500 ft.
TIKO EQUIPMENT Model s-700	
4570 Sprayheads	
1" Electric Valves Model ELS Controller	

918004

4911 NOV -5 P 1:25

MAILING LABEL ORDER

Jane Roth

1110

CROSS REFERENCE #90-0777
90-1327
90-2779
91-3212

AMENDMENT OF COVENANTS AND RESTRICTIONS
OF
COBBLERFIELD ESTATES

This Amendment made this 15th day of May, 1991,
by Cobblefield Development, Inc., an Indiana Corporation, the
Developer of Cobblefield Estates (hereinafter referred to as
"Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of at least two-thirds (2/3)
of the lots in Cobblefield Estates, more specifically, the
Developer is owner of fifty-eight (58) lots out of the total of
sixty-two (62) lots in Cobblefield Estates; and

WHEREAS, Developer is desirous of amending the covenants and
restrictions as recorded;

NOW, THEREFORE, Developer amends the restrictions and
covenants as recorded as follows:

1. Covenant number sixteen (16) regarding Residential
Development Requirement shall be amended to read as follows:

"The minimum square footage of living space of
dwellings constructed on various residential lots in
the development, exclusive of porches, terraces,
garages, carports, or basements below ground level
shall contain no less than 2,000 square feet of ground
floor living area for a one-story structure or 1,200
square feet of minimum ground floor area if higher than
one story, provided higher than one story structures
shall have a minimum of 2,200 square feet of total
living area."

99 JUN 2 A 11 11
HARCOCK CO RECORDER
[Signature]

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2. That all other terms and conditions of the recorded subdivision plat of Cobblefield Estates which was recorded in the office of the Recorder of Hancock County, Indiana on the 9th day of February, 1990, as Instrument #90-0777, and of the Declaration of Additional Covenants, Conditions and Restrictions of Cobblefield Estates which was recorded in the office of the Recorder of Hancock County, Indiana on the 15th day of May, 1990, as Instrument #90-2779, shall remain in full force and effect.

IN WITNESS WHEREOF, Cobblefield Development, Inc., by A. Wayne Bruns, President, and Karen Beeson, Secretary, have hereunto caused its and their names to be subscribed this 15th day of July, 1991.

Cobblefield Estates, Inc.

BY: *A. Wayne Bruns*
A. Wayne Bruns, President

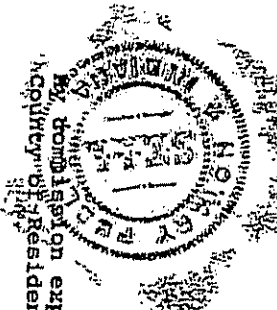
Karen Beeson
Karen Beeson, Secretary

Jane K. White
HANCOCK CO. RECORDER
1991 JUN 12 A 10:45

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STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State personally appeared A. Wayne Bruns, President, and Karen Reason, Secretary of Cobblefield Development, Inc., who acknowledged the execution of the above and foregoing instrument as their own voluntary act and deed.



Rodela Bruns
Notary Public

Rodela Bruns
Printed Signature

My Commission Expires: 11/9/12
Copy of Residence: Shelby

This instrument was prepared by Ronald R. Pritzke, attorney-at-law.

Return copy to Pritzke & Davis, Lawyers, 728 N. State Street, P. O. Box 39, Greenfield, Indiana 46140.

914-671-1441
HARDING & RECORDER
JUNE 12 A 10:45
[Signature]

DECLARATION OF ADDITIONAL COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COBBLEFIELD ESTATES

THIS DECLARATION made this 14 day of May,
1996, by Cobblefield Development, Inc., an Indiana Corporation,
the developer of Cobblefield Estates (hereinafter referred to as
"Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands
contained in the area described in Exhibit A attached hereto and
made a part hereof, which lands will be subdivided and known as
"Cobblefield Estates" (hereinafter referred to as the
"Development"), and will be more particularly described on the
plats of the various sections thereof recorded and to be recorded
in the office of the Recorder of Hancock County, Indiana; and

WHEREAS, Developer intends to sell and convey the
residential lots situated within the platted areas of the
Development and before doing so desires to subject to and impose
upon all real estate within the platted areas of the Development
mutual and beneficial restrictions, covenants, conditions and
charges (hereinafter referred to as the "Restrictions") in
addition to those which will appear in the Subdivision Plat,
under a general plan or scheme or improvement for the benefit and
completion of the lots and lands in the Development and future
homeowner thereof.

NOW, THEREFORE, Developer hereby declares that all of the
platted lots and lands located within the Development as they
become platted are held and shall be held, conveyed, hypothecated
or encumbered, leased, rented, used, occupied and improved,
subject to the following Restrictions, all of which are declared
and agreed to be in furtherance of a plan for the improvement and
sale of said lots and lands in the Development, and are
established and agreed upon for the purpose of enhancing and
protecting the value, desirability and attractiveness of the
Development as a whole and of each of said lots situated therein.
All of the restrictions shall run with the land and shall be

binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer or a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

- a. "Committee" shall mean the Cobblefield Estates Architectural Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed and sold, at which time Cobblefield Estate Homeowners Association, Inc. shall elect from its membership those who shall serve pursuant to the terms and conditions of Cobblefield Estates Homeowners Association, Inc. By-Laws, and the Covenants in the Subdivision Plat, both of said documents are incorporated hereth by reference.
- b. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hancock County, Indiana.
- c. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.
- d. "Association" shall mean Cobblefield Estates Homeowners Association, Inc. which shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners

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HANCOCK COUNTY, INDIANA
RECORDED

who shall be bound by the By-Laws of said Association.

2. CHARACTER OF THE DEVELOPMENT

a. In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, place or permitted to remain upon any of said residential lots except a single family dwelling house with attached two, three or four car garage. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading.

b. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

c. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved in advance by the Architectural Control Committee as to size, location, height and composition before it may be installed. Chain link fences shall not be permitted under any circumstances. Rear yards shall not be fenced on all sides. Approved fencing shall not exceed six feet (6') in height, and no fence may be placed closer to the front lot line than the front building setback line.

d. Other Restrictions. All tracts of ground in the Development shall be subject to these Restrictions the Covenants in the subdivision plat, easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

e. Restrictions to Supplement Subdivision Plat Covenants.

It is intended that these Restrictions shall supplement and not replace the covenants on the Cobblefield Estate Subdivision Plat, and in the event of any conflict between said covenants and these Restrictions, the covenants shall control.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

a. Membership. Every owner of a Lot shall be a member of the Association and bound by the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

b. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each Lot owned and the first Board of Directors during their respective terms, who shall have no voting rights. 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 the total votes outstanding in the Class A membership equal the total votes outstanding in the

Class B membership; or

(b) On January 1, 1994.

o. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

4. COVENANT FOR MAINTENANCE ASSESSMENTS

3. Creation of the Lien and Personal Obligation of

Assessments. Each Owner of any Lot, other than the Developer, 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) regular assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as provided in the By-Laws of the Association. The regular and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Development and other purposes as specifically provided herein, in the By-Laws, and in the covenants of the subdivision plat.

5. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two (2) or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two (2) or more of said lots as a site for a single dwelling, he shall apply in writing to the committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling 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.

6. EFFECT OF BECOMING AN OWNER

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restrictions and agreement herein contained. By acceptance of such deed or execution of such contract the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and with the Owner and subsequent Owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and one (1) of them shall be used as an aid to the construction of any provisions of the Restrictions. Whenever and whenever applicable, the singular form of any words shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8. DURATION

The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

9. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and

From every combination of the restrictions.

Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, the holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

IT WITNESS WHEREOF, witness the signature of Developer this 14 day of May, 1990

COBBLERFIELD DEVELOPMENT, INC.

A. Wayne Bruns
A. Wayne Bruns, President

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

Before me, a Notary Public In and for said County and State, personally appeared A. Wayne Bruns, the President of Cobblefield Development, Inc. who acknowledged the execution of the foregoing Declaration of Additional Covenants, Conditions and Restrictions for and on behalf of Developer, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14 day of May, 1990.



Richard R. Shepler
Notary Public
Richard R. Shepler
Printed

Commission Expires: 3-1-91
County of Residence: Marion

This Instrument Prepared by
Ronald R. Pritzke
PRITZKE & DAVIS
P. O. Box 39
728 N. State St.
Greenfield, IN 46140
317/462-3434

REC-11
MAY 15 1990
HANCOCK COUNTY, INDIANA