

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF COUNTRYSIDE**

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HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 09-17-1999 At 04:08 pm.  
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THIS DECLARATION (hereafter "Declaration"), made this 15<sup>th</sup> day of September, 1999, by PLATINUM PROPERTIES, LLC (hereafter "Declarant") and M/I Schottenstein Homes, Inc. (hereafter "MI");

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real estate, located in Hamilton County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A", and MI is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "B" (the real estate described in Exhibits "A" and "B" shall hereafter collectively be referred to as the "Real Estate"), upon which a residential subdivision known as *Countryside* (hereafter "Development") will be developed;

**WHEREAS**, Declarant or its assignee may hereafter become the owner of and decide to subject to the terms of the Declaration part or all of the real estate more completely described in what is attached hereto and incorporated herein by reference as Exhibit "C-1" and may hereafter, decide to subject to the terms of the Declaration the real estate more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "C-2";

**WHEREAS**, the real estate interest in Exhibits C-1 and C-2 shall hereafter be collectively referred to as the "Additional Real Estate".

**WHEREAS**, Declarant and MI desire to subdivide and develop the Real Estate and Declarant may, in the future, desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

**WHEREAS**, the term "Property" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to this Declaration.

**NOW, THEREFORE**, the Declarant and MI hereby declare that all of the Lots (hereafter defined) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon MI and the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the

benefit of MI, the Declarant and their respective successors in title to the Property or any part or parts thereof.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant, MI, a Builder, or a subsequent Owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained.

Declarant shall have the right, and hereby reserves on to itself the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this declaration and all rights, obligations, and privileges herein, when Declarant places of record in Hamilton County, Indiana an instrument so declaring the same to be part of the Property, which supplementary declaration (hereafter "Supplementary Declaration") may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Such Supplementary Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the sole discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE I

DEFINITIONS

The following are the definitions of the terms as they are used in this Declaration:

Section 1.1 "Association" shall mean the *Countryside Homeowners Association, Inc.*, a not-for-profit corporation, the membership and power of which are more fully described in Article XI of this Declaration.

Section 1.2 "Board" or "Board of Directors" shall mean the Board of Directors of the *Countryside Homeowners Association, Inc.*

Section 1.3 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 1.4 "Common Area" shall mean those areas (i) designated on current and future Plats as a "Block", "Common Area", "C.A.", (ii) the Pool, and (iii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Development. "Common Area" shall not mean any parks or other areas within the Property which are now or hereafter dedicated by the Declarant.

Section 1.5 "Committee" shall mean the *Development Standards and Architectural Control Committee*, as more fully described in Article VII of this Declaration.

Section 1.6 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Real Estate.

Section 1.7 "Lake Area" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 1.8 "Lot" shall mean any parcel of residential real estate designated on a Plat that is recorded in the office of the Recorder of Hamilton County, Indiana.

Section 1.9 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant and MI.

Section 1.10 "Private Roads" shall mean any roads or streets which are internal to Countryside, which are not dedicated to the public, and which provide access to any Lot. Private Roads do not include driveways located upon a Lots.

Section 1.11 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.12 "Plat" shall mean the subdivision plats of the Property which are recorded with the Recorder of Hamilton County, Indiana.

Section 1.13 "Pool" shall mean the recreational swimming pool and attached bath house which Declarant, in its sole and absolute discretion, may construct on the Property.

Section 1.14 "Residence" shall mean any structure intended exclusively for occupancy by single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single family residential lot.

Section 1.15 "Town" shall mean Town of Westfield, Hamilton County, Indiana.

Section 1.16 "Townhomes" shall mean the Townhomes intended to be developed as a horizontal property regime and constructed on the real estate described in what is attached hereto and incorporated herein by reference as Exhibit "C-2". The Townhomes shall not be part of the Property subject to this Declaration and, with the exception of only that part of the real estate described in Exhibit "C-2" which is included in a Plat as Common Area, the real estate described in Exhibit "C-2" shall not become part of the Property and shall not be subject to this Declaration.

Section 1.17 "Trail System" means paths or trails so designated by the Board and located in a Common Area.

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1 In General. Notice is hereby given that in connection with the rezoning of the Property under Ordinance No. 98-22, enacted by the Town, certain commitments were made pertaining to different matters including, but not limited to, the maximum number of Residences, open space, and green space. No structure shall be erected, placed or permitted to remain upon any Lot except a Residence. No double occupancy dwelling shall be permitted on any part of the Property. All Property located within a plat which has not been designated by numbering shall be used in a manner determined by the Declarant. However, the Declarant reserves unto itself the right to change the character of such designated use at any time in the future by applying to the *Town Plan Commission* and its staff for modifications of the plan and applicable zoning commitments and,

where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Declarant's planned use.

Section 2.2 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy has been issued.

Section 2.3 Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record appearing on a Plat and amendments thereto, on recorded easements, and rights-of-way, and also to all governmental zoning authority and regulation affecting the Property, all of which are incorporated herein by reference.

III

EASEMENTS

Section 3.1 Designate Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a plat:

(A) Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Section 5.6 below, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

**(B) Designated Mounding, Landscaping, and Screening and Sign Easements.** Any strips of grounds shown or designated on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, are hereby reserved for such (i) mounding, (ii) landscaping and/or landscape maintenance and/or (iii) signs. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period, and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association.

**(C) Easement Work.** Notwithstanding any architectural approval under Article VII below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever planted, to any owner, to remove, damage, or destroy any

fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.1 (A) above.

**Section 3.2 General Drainage Utility Sewer and other Development Easements.** The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(A) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Residence, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(B) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of

establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(C) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(D) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana.

(E) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.



IV

ADDITIONAL PROVISIONS RESPECTING  
OF SANITARY SEWER UTILITY

Section 4.1 Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and give utility companies including, but not limited to, West Central Conservancy District the right of ingress/egress.

Section 4.2 Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer manhole or cleanout casting.

Section 4.3 No trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways is at risk of being removed by the *Town* or *Westfield Utilities* without the obligation of replacement.

Section 4.4 No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or right-of-ways is at risk of being removed by the *Town* or *Westfield Utilities* without the obligation of replacement.

Section 4.5 All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.

Section 4.6 The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains to the sanitary sewers is prohibited.

Section 4.7 Grade changes across sanitary sewer facilities must be approved in writing by *Westfield Utilities*.

V

RESTRICTIONS CONCERNING SIZE,  
PLACEMENT, MATERIALS AND  
MAINTENANCE OF DWELLING HOUSES  
AND OTHER STRUCTURES

Section 5.1 Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Committee.

Section 5.2 Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or 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 situated thereon, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the Owner. The Owner shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any outstanding maintenance assessments as outlined hereafter in Article XII. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 5.3 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant, MI, or a Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Property.

Section 5.4 Countryside Boulevard. Countryside Boulevard is identified on the drawing which is attached hereto and incorporated herein by reference as Exhibit "D". Notwithstanding anything in this Declaration to the contrary, under no circumstances shall any fences, walls, structures, or other improvements be erected in the rear yard of any Lot which abuts Countryside Boulevard and, consequently, the Committee shall have no authority to approve such a fence and any such approval shall be null and void.

Section 5.5 Diligence in Construction. Subject to inclement weather, every Residence 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 three (3) months from the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 5.6 Fences. The Committee, prior to any installation, must approve any fencing and landscape screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Committee. Non-professionally installed fences may be inspected by the Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fence shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. No fence shall be located any closer

to the front lot line than the rear foundation line of the residence.

(A) Height Restriction.

The Committee shall determine the height of fences and walls; provided, however, that the following maximum heights of walls and fences shall never exceed the following:

- (i) No fence shall exceed six (6) feet in height;
- (ii) Lot fencing and walls shall not exceed six (6) feet above grade;
- (iii) Patio screens/privacy fences adjoining the rear of the Residence shall not exceed six (6) feet in height; and
- (iv) No fence located on a Lot abutting a lake shall exceed forty-two (42) inches in height beyond a point sixteen (16) feet from the rear building line of the Residence. However, this restriction may be waived by the Committee to enclose an in ground pool.

The Declarant, during the Development Period and thereafter, the Committee may amend or change, any of the above restrictions in Section 5.6 (A).

(B) Materials and Finish.

- (i) Fences are to be wrought iron or wood, dog-eared, flattop (non-scalloped) shadow box style with 1" x 6" vertical boards, and are to remain unpainted. The Committee must approve all fencing materials, design, and location.
- (ii) Walls above grade must be constructed of natural stone, masonry, wood or shadow box fencing.
- (iii) The Committee will approve landscape screening materials, design, and location on an individual basis.

(C) Approval.

The exact location, material, color and height of the fence and tendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submitted, then said request shall be considered DENIED.

**Section 5.7 HVAC Units.** No heat pumps, air conditioning units or gas meters will be installed in the front of the Residence.

**Section 5.8 Lake and Lake Area(s).** Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

**Section 5.9 Mailboxes.** All mailboxes and posts must be approved by the Declarant, or thereafter, the Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The builder upon the initial Lot closing to the homeowner shall install the initial mailbox for each lot, which meets the above criteria. The Owner agrees to maintain and paint said mailbox and post in conformance with all other mailboxes.

**Section 5.10 Maintenance of Lots and Improvements.** Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (B) Remove all debris or rubbish from the Lot;
- (C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;
- (D) Cut down and remove dead trees from the Lot; and,
- (E) Within sixty (60) days following completion of a Residence, the Owner shall landscape the lot, weather permitting.

Section 5.11 Miscellaneous. No clotheslines may be erected on any Lot.

Section 5.12 Outbuildings and Animal Quarters. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, animal quarters, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Property. Animal quarters or kennels which are connected to the Residence must be approved by the Committee.

Section 5.13 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, swing and slide sets, and trampolines shall not require approval by the Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair and (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot. Trampolines must be stored in the winter, and cannot be used for storage. Equipment higher than eight (8) feet shall require approval of the design, location, color, material and use by the Committee.

Section 5.14 Plumbing. All plumbing vent stacks are to be located on the rear of the Residence.

Section 5.15 Sidewalks. Each Residence shall have a continuous 4-foot wide by a minimum of four (4) inches thick concrete sidewalk adjacent to all interior dedicated street frontage. Sidewalks shall be installed by the Builder and included in the purchase price of the Residence. If an approved asphalt bike/walking path is approved on the Property in place of the sidewalk, no additional concrete sidewalk will be required.

Section 5.16 Subsurface Drains and Sump Pump Discharges. Subsurface drains have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

(A) The limits of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

(C) Any Owner or builder damaging, changing, or altering these subsurface drains and/or common subsurface drain laterals will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XII of this Declaration.

(D) In no case will maintenance and repair of sump pump discharge lines and subsurface drain laterals be the responsibility of the *Town*.

Section 5.17 Swimming Pools. Only permanent, in-ground pools with professional construction, approved by the Committee, shall be permitted upon a Lot. All submittals to the Committee shall include landscape plans. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Committee approvals.

Section 5.18 Tennis Courts, Racquetball Courts, Paddleball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities will not be permitted without approval from the Committee. All submittals to the Committee shall include landscape plans. Basketball goals may be installed on a lot adjacent to driveway without Committee approval provided that they have white fiberglass or translucent fiberglass or glass backboards. Independent basketball courts may not be constructed on a Lot without written Committee approval. No basketball goal or backboard shall be permitted to hang from the home or garage. Lighted courts of any kind are prohibited. Temporary or portable basketball courts will not be permitted to be located on streets or in cul-de-sacs.

Section 5.19 Vents. All metal and PVC roof or range vents will be painted to blend with roof color.

Section 5.20 Windows-Doors. If storm doors are installed, they must be painted to match exterior of the Residence. No unfinished aluminum doors or windows will be allowed.

Section 5.21 Yard Lights. The Builder on each Lot shall supply and install an exterior light in operable condition on such lot at a location, having a height and of a type, style and manufacture approved by the Committee. Each such light fixture shall have a bulb of sufficient wattage to insure uniform illumination on each lot and shall be equipped with a photo-electric cell or similar device to insure automatic illumination from dusk to dawn each day. The exterior light shall thereafter be maintained in proper working order by the Owner.

ARTICLE VI

GENERAL PROHIBITIONS

Section 6.1 Animals. No animals shall be kept or maintained on any Lot except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of a dog(s) or vicious animal(s) shall constitute a nuisance and may be ordered removed from the Property by the Association.

Section 6.2 Electric Bug Killers. Electric bug killer, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall only be operated only when outside activities require the use thereof and not continuously.

Section 6.3 Exterior Antenna/Dishes. No television, radio or other antennas, nor any obtrusive object may be erected by any lot Owner on the exterior of a Residence or on a Lot. Satellite dishes of 1 meter (3.281 feet) in diameter or smaller may be permitted following review of the installation location by the Committee, but in no event will the installation location be permitted to be higher than the roof ridge.

Section 6.4 Fuel Tanks. External or buried propane or gas tanks, except portable tanks (less than five (5) gallons) for gas grills, shall not be permitted.

Section 6.5 Garbage and Other Refuse. No Lot Owner in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost on his or her Lot.

Section 6.6 Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, which use is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is: a) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; b) no commodity sold upon the premises; c) no person is employed other than a member of the immediate family residing in the Residence; and d) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted Home Occupation: child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog trimming, or any other similar activities. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales trailers, model homes, and sales offices.

Section 6.7 Nuisances. No noxious or offensive activities shall be permitted on any Lot, nor shall anything be done on any of said lots that may be or may become an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

Section 6.8 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales:

(A) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Declarant. Property owners must maintain these swales as grassways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the lot owner.

(B) Any Owner or builder altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XII of this Declaration.

Section 6.9 Roofing Materials. The roofing materials on all Residences, shall be similar in color and shall be of a quality, style and composition acceptable to the Declarant during the Development Period and thereafter the Committee.

Section 6.10 Signs. No signs or advertisements shall be displayed or placed on any Lot or other structures in the Property, except entry signs, Residence or Lot sales signs and directional sales signs, except with the approval of the Committee.

Section 6.11 Solar Panels. No solar panels shall be permitted on any Residence.

Section 6.12 Temporary Structures. No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder.

Section 6.13 Utility Services. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6.14 Vehicles Parking. No trucks one (1) ton or larger in size, campers, trailer, motorhomes, boats, snowmobiles, jet ski or similar vehicles shall be parked on any street in the Property. Any recreational vehicle or trailer, camper, snowmobile, jet ski, or boat shall not be permitted to remain on any driveway or Lot except within a closed garage and shall not be regularly



parked upon unpaved areas. There shall be no outside storage of commercial trucks, trailers, boats, junk cars, or fuel tanks.

Section 6.15 Visual Obstructions. No fence, wall, gate, hedge, tree or shrub planting which obstructs sight lines and elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line.

Section 6.16 Wells and Septic Tanks. Water wells shall not be drilled on any of the Lots except as required to irrigate common areas, nor shall any septic tanks be installed on any of the Lots.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.1 Approvals. Approvals, determination, permissions, or consents required herein shall be deemed given if they are given in writing and signed, with respect to the Declarant or the Association, by the President or a Vice President thereof, and with respect to the Committee, by one (1) member thereof.

Section 7.2 Committee: Development Standards and Architectural Control Committee. A Development Standards and Architectural Control Committee, composed of at least three (3) members, shall exist and shall be appointed by the Declarant. Such members shall be subject to removal by the Declarant at any time, with or without cause. Any vacancies from time to time shall be filled by appointment of the Declarant. The Declarant may, at its sole option, at any time hereafter, relinquish for a period of time to the Association the power to appoint and remove one or more members of the Committee.

Section 7.3 Common Areas, Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Committee: (i) any and all landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Area, landscape maintenance access easement, and/or sign landscape easement, (ii) any entrance monument or signage identifying the Development or any section thereof and/or (iii) street signage.

Section 7.4 Continuation of Committee. When the Declarant notifies the Association of discontinuance of this Committee, then the Directors of the Association, or their designees, shall continue the actions of the Committee with like powers and duties.

**Section 7.5 Duties of Committee.** The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. The Committee for its permanent files shall retain one copy of submitted material. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

**Section 7.6 Exercise of Discretion.** Declarant intends that the members of the Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

**Section 7.7 Inspection.** The Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

**Section 7.8 Liability of Committee, Declarant, Developer.** Neither the Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction advise, engineering, and inspections on each lot prior to proposing construction.

**Section 7.9 Lot Improvements.** No dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping) shall be constructed or placed on any Lot without the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot requesting authorization from the Committee has made written application to the Committee at least thirty (30) days prior to the proposed construction. 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 plot plans showing (i) the location of the 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 and (ii) all easements, set backs, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Committee may require. All

building plans and drawings required to be submitted to the Committee shall be drawn to a scale of  $\frac{1}{4}'' = 1'$  and all plot plans shall be drawn by a professional to a scale of  $1'' = 30'$ , or to such other scale as the Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that a resident is not encroaching on an adjacent homeowner or in a Common Area. If Owner has encroached on an adjacent Owner's property or in a common area, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Committee in the Committee's sole and absolute discretion, the Committee may pre-approve a Builder's plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Committee.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing Applications for approval.

**Section 7.10 Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but are not limited to, a lack or absence of the following:

- (A) The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of this Declaration; and
- (B) The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

**Section 7.11 Power to Grant Variances.** The Committee may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development.

**Section 7.12 Statement of Purposes and Powers.** Subject to this Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the Declarant.

ARTICLE VIII  
CONTIGUOUS LOTS

Section 8.1 Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two or more contiguous Lots shall be owned by the same person, and such owner shall desire to use two or more of said Lots as a site for a single-dwelling house, such Owner must 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 house shall be treated as a single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with one single-dwelling house. In addition, the Owner must obtain from the Town of Westfield all requisite and necessary permits and approvals.

ARTICLE IX

USE AND OWNERSHIP OF COMMON AREA

Section 9.1 Ownership. A license upon such terms, conditions, rules and regulations as the Declarant, and successor, assigns or licensees of the Declarant, shall from time to time grant, for the use and enjoyment of the Common Area, is granted to the persons who are from time to time members of the Association; provided, however, that no residential development shall occur in the Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Common Areas which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot. The Common Areas shall be conveyed by quitclaim deed to the Association. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Common Area to the Association.

Section 9.2 Pool. Until such time as there are five hundred (500) Owners other than Declarant or Builders, the Declarant may offer to residents of other subdivisions memberships to use the pool. Such memberships for residents of other subdivisions shall be for a charge, a period of time, and on other terms and conditions as determined by the Declarant in the Declarant's sole and absolute discretion.

Section 9.3 Trail System. Members of the public shall be permitted to use the Trail System subject, however, to the rules and regulations governing the use of the trail system which are from time to time promulgated by the Board of Directors.

Section 9.4 Town Homes. Residents of the Town Homes shall be permitted to use all Common Areas (including, but not limited to, the Pool) in the same manner as any Owner, but only if the homeowners association established for the Town Homes pays to the Association, in advance and on an annual basis, an amount equal to (i) that portion of each owners annual assessment which

is allocated for the maintenance, upkeep, and repair of all Common Areas multiplied by (ii) the number of Town Homes.

Section 9.5 Use. Common Area shall be used for such purposes as deemed appropriate by the Declarant until the end of the Development Period. Following the end the Development Period, the Common Area shall be used for such purposes as deemed appropriate by the Association. Subject to the rights of the members to use the Trail System per the terms of Section 9.3 above and subject further to the terms of Section 9.2 above, any Common Area depicted on the recorded plats of the Development or designated by the Declarant as a Common Area shall remain for the exclusive use of the Owner(s), and their family members, guests, tenants, or contract purchaser who reside on the Lot(s). Neither the Declarant's execution or recording of the plats nor the doing of any other act by the Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Common Area.

ARTICLE X

PARKS

Included in the Additional Real Estate is land which Declarant in Declarant's sole and absolute discretion, may dedicate to The Town or its designee as a public park or for other uses. Such land, as dedicated, shall hereafter be referred to as the "Parks". The Parks shall not be a Common Area or otherwise part of the Property.

ARTICLE XI

COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC.

Section 11.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the property, (ii) the maintenance and repair of the Common Area including, but not limited to, any and all lighting, landscaping, pools, amenity areas, the Trail System, and sidewalks located thereon, (iii) the maintenance and repair of any and all entrance monuments and signage, and the landscaping surrounding such entrances monuments and signage, (iv) maintenance and repair of all street signage and all improvements and landscaping existing in any landscape maintenance access easement and/or any sign landscape easement, (v) the maintenance of the privacy fence installed by the Declarant in the area designated on Exhibit D, (vi) the maintenance of any Private Roads, and (vii) the performance of any other obligations and duties of the Association specified herein.

Section 11.2 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

**Section 11.3 Classes of Membership and Voting Rights.** The Association shall have the following two classes of voting membership:

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

(B) **Class B.** The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. 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 (hereafter "Effective Date"):

(i) December 31, 2010; or

(ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; provided, however, that the Class B Membership shall recommence in the event that the Declarant records a plat of part of or all of the Additional Real Estate and, by virtue thereof, total number of votes outstanding in the Class A Membership is no longer equal to the total number of votes outstanding in the Class B Membership.

**Section 11.4 Membership.** Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 11.5 Professional Management.** No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

**Section 11.6 Limitations on Rights of the Association.** As long as there is a Class B Member, the Association may not use its resources nor take a public position in opposition to future phases of *Countryside* proposed by the Declarant or changes to current phases of *Countryside*

proposed by the Declarant. Nothing in this paragraph shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups as long as they do not employ the resources of the Association or identify themselves as acting in the name, or on the behalf of the Association.

ARTICLE XII  
ASSESSMENTS

Section 12.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, MI, and any Builder, 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 the following:

- (a) Annual Assessments (hereafter defined);
- (b) One-Time Assessment (hereafter defined);
- (c) Special Assessments (hereafter defined) for costs of enforcement of the Declaration, capital improvements and operation deficits, copies of Association documents if requested by a member, and such assessments to be established and collected as hereinafter provided or established by the Board; and
- (d) Violation Assessments (hereafter defined) levied for a violation of this Declaration.

Section 12.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplemental Declarations can effectively be met.

Section 12.3 Annual Assessment.

(A) Amount. The Annual Assessment provided for herein shall be per calendar year and shall commence for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant, MI, or a Builder. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, MI, or a Builder, the maximum Annual Assessment shall be \$375.00 per Lot per year. The Annual Assessment for the calendar year shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The initial due date for annual assessments shall be January 1st, and such assessment shall be subject to collection and late charges beginning on January 31st.

(B) Purpose of Assessments. The annual assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors.

(C) Method of Assessment. By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in Section 12.7 below, fix the Annual Assessment for each assessment-year at an amount sufficient to meet the obligations imposed by this Declaration upon the Association. The Board during any calendar year shall be entitled to increase the Annual Assessment for that year if it should determine that the estimate or current assessment is insufficient for that year, provided that the Board shall give at least thirty (30) days advance notice thereof to the Owners. The Board of Directors shall establish the date(s) the Annual Assessment shall become due, and the manner in which it shall be paid.

Section 12.4 One-time Assessment. Upon (i) the closing of the initial conveyance of each Lot by Declarant to an Owner other than a Builder, or (ii) the sale of each Lot by a Builder (either by deed or by installment sale, conditional sale or land-contract sale), the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount of One Hundred Fifty Dollars (\$150.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation of the Development, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

Section 12.5 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a Special Assessment(s) for the purpose of enforcing these covenants and restrictions, for legal expenses, for collection expenses, other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and/or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority or the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 12.6 Violation Assessment. In addition to all other assessments as be authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) for a violation against this Declaration or (ii) for damages if any portion of the Common Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest or invitee. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.



Section 12.7 Basis for Assessment.

(A) Lots Generally. Each Lot owned by a person other than Declarant, MI, or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(B) Lots Owned by Declarant or Builder. Declarant, MI, and any Builder shall pay only twenty-five percent (25%) of the Annual Assessment and Special Assessment so long as any Residence constructed upon a Lot by Declarant, MI, or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.

Section 12.8 Deficit. The Class A Members shall be indebted to Declarant in an amount, measured and existing on the Effective Date, equal to the difference between (i) all amounts expended by Declarant as of the Effective Date in the performance of the Association's duties specified in this Declaration and (ii) the sum of all assessments paid by the Declarant as of the Effective Date. Such difference shall hereafter be referred to as the "Indebtedness". Prior to the Effective Date the Association, by and thru the Class B Member, shall execute and deliver to the Declarant a promissory note in the amount of the Indebtedness, which shall be paid in 60 equal, monthly payments, commencing thirty (30) days after the Effective Date, together with interest at the rate of eight percent (8%) per annum.

Section 12.9 Notice and Due Date. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors.

Section 12.10 Collection. All Assessments, together with interest thereon, attorneys fees, and other costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Section 12.11 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum plus a late charge not exceeding Fifty Dollars (\$50.00). The Association shall be entitled to initiate any lawful action to collect delinquent assessments plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting such assessment(s). If the Association has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the Common Area or

abandonment of his Lot.

Section 12.12 Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, together with the right to use the Common Areas of any member:

- (A) for any period during which any of the assessments or any fines/fees assessed under this Declaration owed by such member remains unpaid;
- (B) during the period of any continuing violation of this Declaration; and
- (C) during the period of any violation of the Articles of Incorporation, By-Laws, or regulations of the Association.

Section 12.13 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of assessments on a Lot showing the balance due the Association, if any.

Section 12.14 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein against a Lot shall be subordinate to the lien or any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of assessments levied under this Article XII. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such assessments which became due or are attributable to the period of time prior to such sale or transfer. No sale transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

### ARTICLE XIII

#### REMEDIES

Section 13.1 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

Section 13.2 Enforcement by the Town or the Town's Plan Commission. These Restrictions may be enforced by the Town, the Town's Plan Commission, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purposes.

Section 13.3 In General. The Association or any party to whose benefit this Declaration inures, including the Declarant and/or any Owner, may proceed at law or in equity to prevent the

occurrence or continuation of any violation of these Restrictions, or to compel compliance with these Restrictions and Covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, neither the Declarant, nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Declaration.

ARTICLE XIV

EFFECT ON BECOMING AN OWNER

The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, MI, Builder or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restrictions contained in this Declaration. By acceptance of such deed or execution of such contract each Owner acknowledges the rights and powers of the Declarant, Committee, and Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, Committee and the Association and to and with the other Owners and subsequent Owners of each of the Lots affected by this Declaration to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XV

TITLES

The titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word 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.

ARTICLE XVI

SEVERABILITY

Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so

thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

ARTICLE XVII

AMENDMENT TO THIS DECLARATION

This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;
- b. Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);
- c. Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

ARTICLE XVIII

NON-LIABILITY OF  
DEVELOPER AND DECLARANT

Declarant shall have no liability to an Owner, Builder or to any other Person with respect to drainage on, over or under a Lot or Common Area. Such drainage shall be the responsibility of the

Owner and of the Builder. An Owner, by an acceptance of a deed to a Lot, shall be deemed to agree that the Owner has inspected the Lot, soils, compaction, drainage, manhole covers, swales, easements, utility placements, lot lines, set backs, and accepts the Lot "as is" and agrees to indemnify and hold Declarant free and harmless from and against any and all liability arising from or related to, or in connection with the Lot described in such deed. Declarant shall have no duty, obligation or liability hereunder except such as are expressly assumed by the Declarant. No duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

Further, the Declarant makes no warranties or guarantees of any kind, and prior to executing a contract to purchase a Lot and prior to becoming an Owner, Lot purchasers should obtain professional construction advise and inspections of the Lot, land, soil, compaction integrity, drainage availability, lake uses, depths, and safety issues of purchasing and owning a Lot.

ARTICLE XIX

ROADS

All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

ARTICLE XX

RIGHT OF FIRST REFUSAL

The Association DOES NOT have the "right of first refusal" to purchase any Lot. Any right of "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles of Incorporation, Association By-Laws or any other document governing the development and administration of the Property must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles of Incorporation, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

- a. Foreclose or take title to a Residence and the Lot upon which the Residence is situated, pursuant to the remedies in the mortgage;
  - b. Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor;
- or
- c. Sell or lease a unit acquired by the mortgagee.

ARTICLE XXI

HUD APPROVAL

All other provisions of the Declaration, Association Articles of Incorporation, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

- (a) Annexation of additional properties other than the Additional Real Estate;
- (b) Dedication or Mortgaging of Common Area; and
- (c) Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

DECLARANT:

PLATINUM PROPERTIES, LLC

M/I SCHOTTENSTEIN HOMES, INC.

By: Paul F. Rioux, Jr.  
Paul F. Rioux, Jr., President

By: Clifford White  
Clifford White, Division President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Marion        )

Before me, a Notary Public, in and for said County and State, personally appeared Paul F. Rioux, Jr., President of Platinum Properties, LLC, as the Declarant herein, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions, and Restrictions of Countryside this 16<sup>th</sup> day of September, 1999.

My Commission Expires:  
7-11-2009

Resident of Marion County, Indiana

Christina R. Kelso  
NOTARY PUBLIC

Printed: Christina R. Kelso



STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared *Clifford White*, Division President of M/I Schottenstein Homes, Inc., as the Declarant herein, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions, and Restrictions of Countryside this 16th day of September, 1999.

My Commission Expires:  
7-11-2007

Resident of Marion County, Indiana

  
\_\_\_\_\_  
NOTARY PUBLIC

Printed: Christina R. Kelso



This Instrument Prepared by: **Charles D. Frankenger, Nelson & Frankenger, 3021 E. 98th Street, Suite 220, Indianapolis, IN 46280 - (317) 844-0106**

Y:\Users\james\My Documents\Countryside\CCCR\Executed

## Exhibit "A"

A part of the South Half Northeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 14 minutes 10 seconds West along the East line thereof 1317.92 feet to the POINT OF BEGINNING of this description; said point also being the Northeast corner of the South Half of said Quarter Section; thence South 89 degrees 17 minutes 22 seconds West along the North line thereof 1502.74 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 42 minutes 38 seconds East 300.00 feet from said point; thence westerly along said curve 106.20 feet to a point on said curve, the radius point of said curve being South 20 degrees 59 minutes 38 seconds East 300.00 feet from said point; thence South 20 degrees 59 minutes 38 seconds East 40.00 feet; thence South 29 degrees 55 minutes 08 seconds East 50.27 feet; thence North 89 degrees 17 minutes 22 seconds East 186.88 feet; thence South 59 degrees 09 minutes 38 seconds East 138.32 feet; thence South 00 degrees 12 minutes 36 seconds West 213.21 feet; thence South 61 degrees 54 minutes 58 seconds West 80.30 feet; thence South 00 degrees 04 minutes 54 seconds West 889.58 feet; thence North 89 degrees 24 minutes 07 seconds East 828.79 feet; thence North 00 degrees 12 minutes 38 seconds East 354.57 feet; thence North 89 degrees 47 minutes 24 seconds West 180.00 feet; thence South 00 degrees 12 minutes 36 seconds West 20.98 feet; thence South 89 degrees 24 minutes 07 seconds West 170.01 feet; thence North 85 degrees 45 minutes 27 seconds West 89.08 feet; thence North 26 degrees 04 minutes 16 seconds West 115.51 feet; thence North 00 degrees 12 minutes 36 seconds East 103.50 feet; thence North 11 degrees 31 minutes 12 seconds East 50.99 feet; thence North 86 degrees 28 minutes 30 seconds East 207.83 feet; thence North 00 degrees 12 minutes 36 seconds East 258.32 feet; thence North 89 degrees 47 minutes 24 seconds West 184.02 feet; thence North 00 degrees 12 minutes 36 seconds East 160.00 feet; thence North 89 degrees 47 minutes 24 seconds West 8.00 feet; thence North 00 degrees 12 minutes 36 seconds East 112.35 feet; thence North 89 degrees 17 minutes 22 seconds East parallel with the North line of the aforesaid Half Quarter Section 808.81 feet; thence South 45 degrees 15 minutes 01 seconds East 64.40 feet; thence South 00 degrees 12 minutes 36 seconds West 258.01 feet; thence North 89 degrees 24 minutes 07 seconds East 105.18 feet to a point on the East line of said Half Quarter Section; thence North 00 degrees 12 minutes 36 seconds East along said North line 402.14 feet to the place of beginning containing 19.267 acres, more or less.

## TOGETHER WITH:

A part of the South Half of the Northeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence South 00 degrees 12 minutes 36 seconds West (assumed bearing) along the East line of said Half Quarter Section 402.14 feet; thence South 89 degrees 24 minutes 07 seconds West 105.18 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 24 minutes 07 seconds West 394.65 feet; thence South 00 degrees 12 minutes 36 seconds West parallel with said East line 558.53 feet; thence North 89 degrees 47 minutes 24 seconds West 180.00 feet; thence South 00 degrees 12 minutes 36 seconds West parallel with said East line 20.98 feet; thence South 89 degrees 24 minutes 07 seconds West 170.01 feet; thence North 85 degrees 45 minutes 27 seconds West 89.08 feet; thence North 26 degrees 04 minutes 16 seconds West 115.51 feet; thence North 00 degrees 12 minutes 36 seconds East parallel with said East line 103.50 feet; thence North 11 degrees 31 minutes 12 seconds East 50.99 feet; thence North 86 degrees 28 minutes 30 seconds East 207.83 feet; thence North 00 degrees 12 minutes 36 seconds East parallel with said East line 258.32 feet; thence North 89 degrees 47 minutes 24 seconds West 184.02 feet; thence North 00 degrees 12 minutes 36 seconds East parallel with said East line 180.00 feet; thence North 89 degrees 47 minutes 24 seconds West 8.00 feet; thence North 00 degrees 12 minutes 36 seconds East parallel with said East line 112.35 feet; thence North 89 degrees 17 minutes 22 seconds East parallel with the North line of said Half Quarter Section 808.81 feet; thence South 45 degrees 15 minutes 01 seconds East 64.40 feet; thence South 00 degrees 12 minutes 36 seconds West parallel with the aforesaid East line 258.01 feet to the place of beginning, containing 10.580 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.



## Exhibit "A", CONT.

## TOGETHER WITH:

A part of the South Half of the Southeast Quarter of Section 2,  
Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being  
more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 14 minutes 10 seconds West along the East line thereof 1317.92 feet to the Northeast corner of the South Half of said Quarter Section; thence South 89 degrees 17 minutes 22 seconds West along the North line of said Half Quarter Section 1502.74 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 42 minutes 38 seconds East 300.00 feet from said point; thence westerly along said curve 106.20 feet to a point on said curve, the radius point of said curve being South 20 degrees 59 minutes 36 seconds East 300.00 feet from said point; thence South 20 degrees 59 minutes 36 seconds East 40.00 feet to the POINT OF BEGINNING of this description, said point also being a point on a curve concave southeasterly, the radius point of said curve being South 20 degrees 59 minutes 36 seconds East 280.00 feet from said point; thence southwesterly along said curve 72.78 feet to the point of tangency of said curve, the radius point of said curve being South 37 degrees 01 minutes 57 seconds East 260.00 feet from said point; thence South 52 degrees 58 minutes 03 seconds West 504.71 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 37 degrees 01 minutes 57 seconds West 840.00 feet from said point; thence southwesterly along said curve 158.30 feet to the point of tangency of said curve, the radius point of said curve being North 22 degrees 51 minutes 40 seconds West 840.00 feet from said point; said point also being the point of curvature of a curve concave southeasterly, the radius point of said curve being South 22 degrees 51 minutes 40 seconds East 20.00 feet from said point; thence southwesterly along said curve 29.90 feet to the point of tangency of said curve, the radius point of said curve being North 71 degrees 29 minutes 02 seconds East 20.00 feet from said point; thence South 18 degrees 30 minutes 58 seconds East 180.52 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 71 degrees 29 minutes 02 seconds West 1030.00 feet from said point; thence southerly along said curve 219.02 feet to the point of tangency of said curve, the radius point of said curve being South 83 degrees 40 minutes 01 seconds West 1030.00 feet from said point; said point also being the point of curvature of a curve concave northeasterly, the radius point of said curve being North 83 degrees 40 minutes 01 seconds East 20.00 feet from said point; thence southeasterly along said curve 32.77 feet to the point of tangency of said curve, the radius point of said curve being North 10 degrees 12 minutes 05 seconds West 20.00 feet from said point; thence North 70 degrees 47 minutes 55 seconds East 5.99 feet; thence South 10 degrees 12 minutes 05 seconds East 50.00 feet; thence South 79 degrees 47 minutes 55 seconds West 15.99 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 10 degrees 12 minutes 05 seconds East 20.00 feet from said point; thence southwesterly along said curve 28.34 feet to the point of tangency of said curve, the radius point of said curve being North 88 degrees 36 minutes 35 seconds East 20.00 feet from said point; said point also being the point of curvature of a curve concave westerly, the radius point of said curve being South 88 degrees 36 minutes 35 seconds West 1030.00 feet from said point; thence southerly along said curve 254.78 feet to a point on said curve, the radius point of said curve being North 78 degrees 38 minutes 42 seconds West 1030.00 feet from said point; thence North 47 degrees 45 minutes 53 seconds East 188.86 feet; thence North 80 degrees 47 minutes 13 seconds East 248.15 feet; thence North 81 degrees 00 minutes 14 seconds East 50.01 feet; thence North 85 degrees 45 minutes 18 seconds East 343.73 feet; thence North 00 degrees 04 minutes 54 seconds East 584.63 feet; thence North 81 degrees 54 minutes 58 seconds East 80.30 feet; thence North 00 degrees 12 minutes 36 seconds East 213.21 feet; thence North 59 degrees 09 minutes 38 seconds West 139.32 feet; thence South 89 degrees 17 minutes 22 seconds West 186.88 feet; thence North 29 degrees 55 minutes 08 seconds West 50.27 feet to the place of beginning, containing 16.278 acres, more or less. Subject to all legal highways, right-of-way, easements and restrictions of record.

Exhibit "A", CONT.

TOGETHER WITH:

A part of the South Half of the Southeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence South 00 degrees 18 minutes 38 seconds West (assumed bearing) along the East line thereof 1315.28 feet; thence South 89 degrees 24 minutes 07 seconds West 1328.63 feet to the Southwest corner of Countrywide, Section 3A, recorded as Instrument No. \_\_\_\_\_ Plat Cabinet No. \_\_\_\_\_ Slide No. \_\_\_\_\_ In the Office of the Recorder of Hamilton County, Indiana, said point also being the POINT OF BEGINNING of this description; thence South 00 degrees 04 minutes 54 seconds West 780.05 feet; thence South 75 degrees 02 minutes 06 seconds West 87.60 feet; thence South 68 degrees 35 minutes 20 seconds West 300.00 feet; thence North 23 degrees 24 minutes 40 seconds West 48.91 feet to a point on a curve concave southwesterly, the radius point of said curve being South 68 degrees 35 minutes 20 seconds West 335.00 feet from said point; thence northwesterly along said curve 277.83 feet to the point of tangency of said curve, the radius point of said curve being South 19 degrees 04 minutes 18 seconds West 335.00 feet from said point; thence North 70 degrees 55 minutes 42 seconds West 201.57 feet; thence North 37 degrees 16 minutes 54 seconds West 141.55 feet; thence North 15 degrees 37 minutes 11 seconds West 131.67 feet; thence North 11 degrees 24 minutes 48 seconds East 238.50 feet; thence North 78 degrees 35 minutes 12 seconds West 34.32 feet to a point on a curve concave northwesterly, the radius point of said curve being North 83 degrees 32 minutes 57 seconds West 1030.00 feet from said point; thence northerly along said curve 235.72 feet to a point on said curve, the radius point of said curve being North 76 degrees 38 minutes 42 seconds West 1030.00 feet from said point, said point also being the Southwest corner of Countrywide, Section 8, recorded as Instrument No. \_\_\_\_\_ Plat Cabinet No. \_\_\_\_\_ Slide No. \_\_\_\_\_ In the Office of the Recorder of Hamilton County, Indiana; the following (4) courses are on and along the southern boundary of said Countrywide, Section 8; (1) North 47 degrees 48 minutes 53 seconds East along the South line thereof 188.88 feet; (2) North 80 degrees 47 minutes 13 seconds East 248.15 feet; (3) North 81 degrees 00 minutes 14 seconds East 50.01 feet; (4) North 85 degrees 49 minutes 18 seconds East 383.73 feet to a point on the West boundary line of the aforesaid Countrywide, Section 3A; thence South 00 degrees 04 minutes 54 seconds West along said West boundary line 284.85 feet to the place of beginning, containing 18.091 acres, more or less.

## Exhibit "B"

Part of the Southeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 15 minutes 13 seconds West along the North line thereof 41.17 feet to the POINT OF BEGINNING of this description; thence South 46 degrees 49 minutes 42 seconds West 65.35 feet; thence South 53 degrees 04 minutes 09 seconds West 929.71 feet; thence South 52 degrees 52 minutes 18 seconds West 525.34 feet; thence South 53 degrees 14 minutes 25 seconds West 14.99 feet; thence North 89 degrees 49 minutes 15 seconds West 458.08 feet; thence North 00 degrees 10 minutes 45 seconds East 110.00 feet; thence North 89 degrees 49 minutes 15 seconds West 5.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 00 degrees 10 minutes 45 seconds West 20.00 feet from said point; thence southwesterly along said curve 31.42 feet to the point of tangency of said curve, the radius point of said curve being South 89 degrees 49 minutes 15 seconds East 20.00 feet from said point; thence South 00 degrees 10 minutes 45 seconds West 223.48 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being South 89 degrees 49 minutes 15 seconds East 275.00 feet from said point; thence southeasterly along said curve 136.12 feet to the point of tangency of said curve, the radius point of said curve being North 61 degrees 49 minutes 07 seconds East 275.00 feet from said point; thence South 28 degrees 10 minutes 53 seconds East 133.00 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 61 degrees 49 minutes 07 seconds East 20.00 feet from said point; thence southeasterly along said curve 28.91 feet to the point of tangency of said curve, the radius point of said curve being North 20 degrees 59 minutes 42 seconds West 20.00 feet from said point; said point also being a point on a curve concave southeasterly, the radius point of said curve being South 20 degrees 59 minutes 42 seconds East 340.00 feet from said point; thence southwesterly along said curve 85.22 feet to a point on said curve, the radius point of said curve being South 35 degrees 21 minutes 24 seconds East 340.00 feet from said point; said point also being the point of curvature of a curve concave westerly, the radius point of said curve being North 35 degrees 21 minutes 24 seconds West 20.00 feet from said point; thence northerly along said curve 28.91 feet to the point of tangency of said curve, the radius point of said curve being South 61 degrees 49 minutes 07 seconds West 20.00 feet from said point; thence North 28 degrees 10 minutes 53 seconds West 132.99 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 61 degrees 49 minutes 07 seconds East 325.00 feet from said point; thence northwesterly along said curve 160.87 feet to the point of tangency of said curve, the radius point of said curve being South 89 degrees 49 minutes 15 seconds East 325.00 feet from said point; thence North 00 degrees 10 minutes 45 seconds East 223.48 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being North 89 degrees 49 minutes 15 seconds West 20.00 feet from said point; thence northwesterly along said curve 31.42 feet to the point of tangency of said curve, the radius point of said curve being South 00 degrees 10 minutes 45 seconds West 20.00 feet from said point;

thence North 00 degrees 10 minutes 45 seconds East 50.00 feet; thence South 89 degrees 49 minutes 15 seconds East 50.00 feet; thence North 00 degrees 10 minutes 45 seconds East 125.00 feet; thence North 89 degrees 49 minutes 15 seconds East 5.00 feet; thence North 00 degrees 10 minutes 45 seconds East 620.31 feet to a point on the North line of the aforesaid Quarter Section; thence North 89 degrees 15 minutes 13 seconds East along said North line 1727.08 feet to the place of beginning, containing 24.028 acres, more or less.

TOGETHER WITH:

Part of the North Half of the Southeast Quarter of Section 2, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence South 89 degrees 15 minutes 13 seconds West along the North line thereof 1773.75 feet to the POINT OF BEGINNING of this description; thence South 00 degrees 10 minutes 45 seconds West 620.31 feet; thence South 89 degrees 49 minutes 15 seconds East 5.00 feet; thence South 00 degrees 10 minutes 45 seconds West 125.00 feet; thence North 89 degrees 49 minutes 15 seconds West 50.00 feet; thence South 00 degrees 10 minutes 45 seconds West 50.00 feet; thence North 89 degrees 49 minutes 15 seconds West 28.86 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 10 minutes 45 seconds West 150.00 feet from said point; thence westerly along said curve 29.04 feet to the point of tangency of said curve, the radius point of said curve being South 10 degrees 54 minutes 49 seconds East 150.00 feet from said point; thence South 79 degrees 05 minutes 11 seconds West 100.46 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 10 degrees 54 minutes 49 seconds West 200.00 feet from said point; thence westerly along said curve 38.72 feet to the point of tangency of said curve; the radius point of said curve being North 00 degrees 10 minutes 45 seconds East 200.00 feet from said point; thence North 89 degrees 49 minutes 15 seconds West 195.96 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 10 minutes 45 seconds West 775.00 feet from said point; thence westerly along said curve 128.32 feet to the point of tangency of said curve, the radius point of said curve being South 09 degrees 18 minutes 28 seconds East 775.00 feet from said point; thence South 80 degrees 41 minutes 32 seconds West 103.59 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 09 degrees 18 minutes 28 seconds West 825.00 feet from said point; thence westerly along said curve 136.60 feet to the point of tangency of said curve, the radius point of said curve being North 00 degrees 10 minutes 45 seconds East 825.00 feet from said point; thence North 89 degrees 49 minutes 15 seconds West 56.42 feet; thence North 00 degrees 10 minutes 45 seconds East 635.06 feet; thence North 17 degrees 33 minutes 22 seconds East 159.24 feet; thence North 89 degrees 15 minutes 13 seconds East 154.49 feet to a point on a curve concave westerly, the radius point of said curve being North 74 degrees 28 minutes 02 seconds West 125.00 feet from said point; thence northerly along said curve 37.32 feet to the

**Exhibit "B", CONT.**

point of tangency of said curve, the radius point of said curve being South 88 degrees 25 minutes 43 seconds West 125.00 feet from said point; thence North 01 degrees 34 minutes 17 seconds West 23.16 feet to a point on the North line of the aforesaid Half Quarter Section; thence North 89 degrees 15 minutes 13 seconds East along said North line 652.40 feet to the place of beginning, containing 15.759 acres, more or less.

## Exhibit "C-1"

Part of the North Half of Section 11, Township 18 North, Range 3 East and part of the South Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 11; thence North along the East line of said Quarter Section to the Northeast corner thereof, said corner also being the Southeast corner of the Southeast Quarter of said Section 2; thence North along the East line of said Southeast Quarter Section to the Northeast corner thereof; thence West along the North line of said Southeast Quarter Section to the Northwest corner thereof, said corner also being the Northeast corner of the East Half of the Southwest Quarter of said Section 2; thence West along the North line of said Half Quarter Section to the Northwest corner thereof; thence South along the West line of said Half Quarter Section to the Southwest corner thereof, said point also being the Northeast corner of the West Half of the Northwest Quarter of said Section 11; thence West along the North line of said Northwest Quarter to the Northwest corner thereof; thence South along the West line of said Northwest Quarter 2023.52 feet to the Northwest corner of land owned by Michael J. Griffin and Jacqueline S. Griffin (Instrument No. 88-28931); thence East parallel with the South line of said Quarter Section 891.22 feet; thence South parallel with said West line 807.28 feet to a point on the South line thereof; thence East along said South line 990.57 feet to the Southwest corner of land owned by Carl R. Wagand (Instrument No. 92-21881); thence North parallel with the East line of said Quarter Section 478.70 feet; thence East parallel with the aforesaid South line 455.00 feet to a point on the East line thereof; thence North along said East line 810.92 feet to the Northwest corner of the land owned by Clyde F. Barmore and Danzel E. Barmore (Book 242, Page 88), said point also being the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 11; thence East along the South line of said Quarter Section 880 feet, more or less, to the Northwest corner of land owned by James A. Richter, Marcia Ann Richter, and Judith R. Greens (Instrument No. 90-1542); thence South parallel with the West line of the Northeast Quarter of said Section 11 and along the West boundary line of the aforesaid land to a point on the South line of said Quarter Section; thence East along said South line to the place of beginning, containing 518 acres, more or less.

Except:

Part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Quarter Quarter Section; thence South 00 degrees 05 minutes 39 seconds West 780.06 feet along the East line of said Quarter Quarter Section; thence South 89 degrees 24 minutes 07 seconds West parallel with the North line of said Quarter Quarter Section 1328.47 feet to a point on the West line of said Quarter Quarter Section; thence North 00 degrees 04 minutes 54 seconds East 750.05 feet along said West line to the Northwest corner of said Quarter Quarter Section; thence North 89 degrees 24 minutes 07 seconds East 1328.63 feet along the aforesaid North line to the place of beginning, containing 23.180 acres, more or less.

Except:

Part of the Southeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section; thence North 00 degrees 08 minutes 35 seconds East (assumed bearing) along the East line of said Quarter Section 912.49 feet; thence South 89 degrees 47 minutes 24 seconds West parallel with the South line of said Quarter Section 494.77 feet; thence South 00 degrees 12 minutes 38 seconds West parallel with the aforesaid East line 920.23 feet to a point on the aforesaid South line; thence North 89 degrees 18 minutes 57 seconds East along said South line 495.89 feet to the place of beginning, containing 10.419 acres, more or less.

Except:

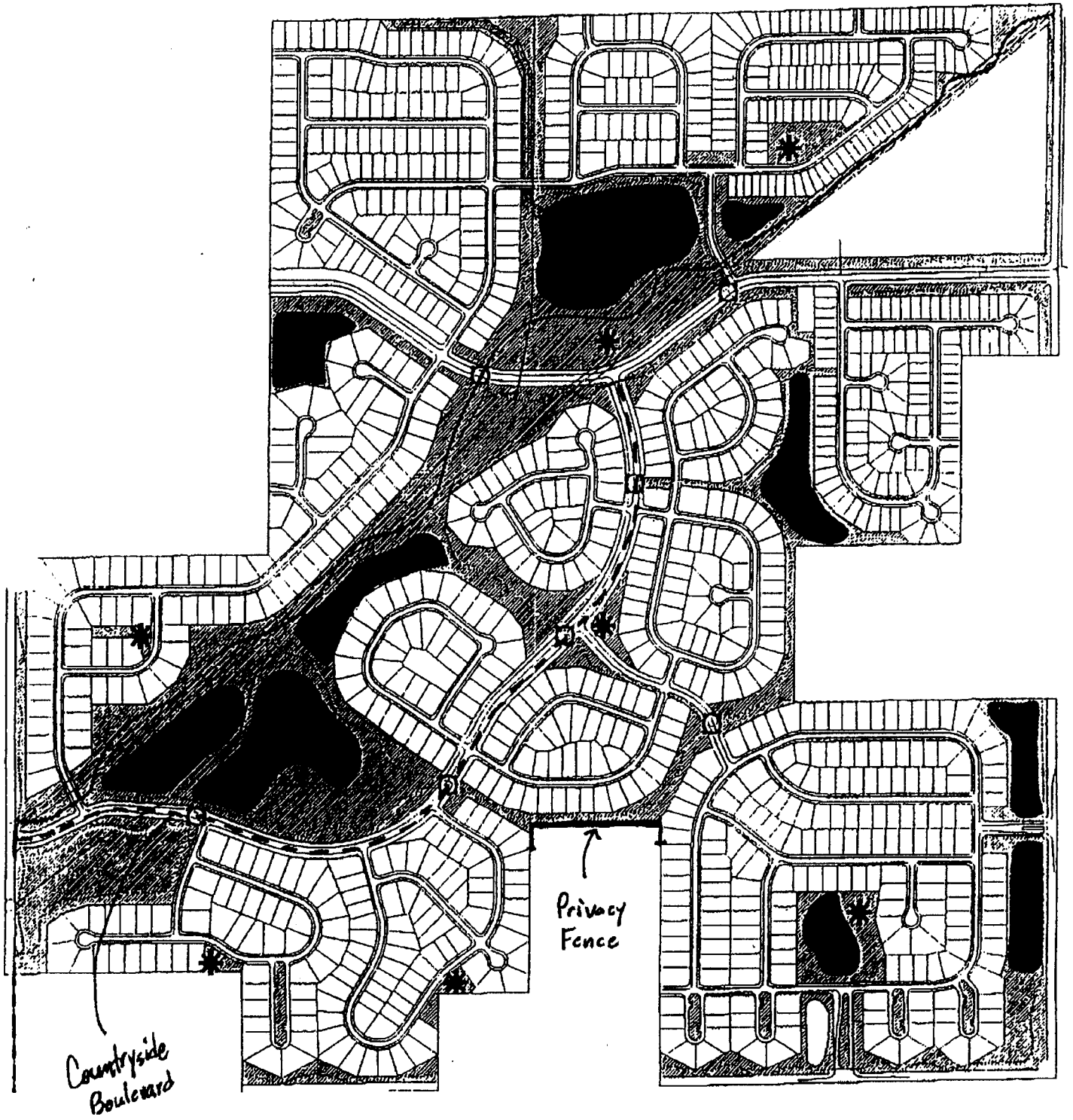
The Real Estate described in Exhibit "A", Exhibit "B", and Exhibit "C-2" to this Declaration of Covenants, Conditions, and Restrictions of Countryside.

Exhibit "C-2"

Part of the Southeast Quarter of Section 2, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 14 minutes 10 seconds West along the East line thereof 30.60 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 14 minutes 10 seconds West along said East line 1287.32 feet to the Southeast corner of the North Half of said Southeast Quarter; thence South 89 degrees 17 minutes 22 seconds West along the South line of said Half Quarter Section 1502.74 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 42 minutes 38 seconds East 300.00 feet from said point; thence westerly along said curve 106.20 feet to a point on said curve, the radius point of said curve being South 20 degrees 59 minutes 36 seconds East 300.00 feet from said point; thence North 20 degrees 59 minutes 36 seconds West 40.00 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 20 degrees 59 minutes 42 seconds West 20.00 feet from said point; thence northwesterly along said curve 28.91 feet to the point of tangency of said curve, the radius point of said curve being North 61 degrees 49 minutes 07 seconds East 20.00 feet from said point; thence North 28 degrees 10 minutes 53 seconds West 14.43 feet; thence North 51 degrees 56 minutes 39 seconds East 347.64 feet; thence North 53 degrees 14 minutes 25 seconds East 203.74 feet; thence North 52 degrees 52 minutes 18 seconds East 525.42 feet; thence North 53 degrees 04 minutes 09 seconds East 932.34 feet; thence North 46 degrees 49 minutes 42 seconds East 77.44 feet to the place of beginning, containing 25.139 acres, more or less.

Exhibit "D"





COPY

Received Time Dec. 20. 8:48AM

**DECLARATION OF  
DEVELOPMENT STANDARDS**

9909933187  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 06-03-1999 At 12:53:29 pm.  
DEC COV RES 23.00

THIS DECLARATION OF DEVELOPMENT STANDARDS ("Declaration") is made this 24<sup>th</sup> day of May, 1999 ("Effective Date") by PLATINUM PROPERTIES, LLC ("Platinum").

**RECITALS:**

- A. Platinum is developing a subdivision in Hamilton County, Indiana known as Countryside.
- B. Platinum has sold a portion of Countryside to M/I Schottenstein Homes, Inc. ("M/I").
- C. As an inducement for M/I to purchase a portion of Countryside, to develop the same and to offer lots and homes for sale on such portion, Platinum agreed, consistent with platting and zoning requirements, to impose on Countryside certain development standards and architectural guidelines ("Standards"), attached hereto as Exhibit A.
- D. Platinum is either the fee simple owner or contract purchaser of all of Countryside, which area is more particularly described in Exhibit B attached.

NOW, THEREFORE, in consideration of M/I consummating its purchase and for other good and valuable consideration, the receipt of which is hereby acknowledged by Platinum, Platinum hereby declares as follows:

- 1. The Standards shall be and hereby are imposed on Countryside and no improvements may be constructed on Countryside except in accordance with the Standards.
- 2. Except as expressly set forth herein, neither this Declaration nor the Standards may be amended or terminated without the prior written consent of M/I so long as M/I or any of its affiliates owns any portion of Countryside.
- 3. The Standards constitute covenants running with the lands of Countryside, binding on Countryside, Platinum and its assigns and successors in interest. This Declaration shall terminate as to any portion of Countryside that is legally subjected to a final approved residential plat and declaration of covenants incorporating the Standards pursuant to documents duly recorded in the Office of the Hamilton County, Indiana Recorder.
- 4. This Declaration and the Standards are for the benefit of M/I and its successors and assigns and they shall have the right to legal or equitable relief, including reasonable attorneys' fees, against any owner of any portion of Countryside in the event the Standards are violated or reasonably anticipated to be violated.

5. Platinum represents to M/I that (a) it has good, marketable fee simple title to or is a valid land contract purchaser of Countryside, subject to no liens except a lien for current taxes and (b) it has the authority to make this Declaration and the performance obligations hereunder.

6. This Declaration shall be governed by Indiana Law.

IN WITNESS WHEREOF, Platinum has caused this Declaration to be executed as of the date first written.

PLATINUM PROPERTIES, LLC

By: Steven R. Edwards  
Steven R. Edwards, Vice President

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Edwards, the Vice President of Platinum Properties, LLC, and acknowledged the execution of the foregoing Declaration of Development Standards as such officer acting for and on behalf of said company.

WITNESS my hand and Notarial Seal this 24<sup>th</sup> day of May, 1999



WILLIAM B. OLSEN  
My Comm. Exp : 6-30-00  
Res. of Hamilton Co.

Signature [Handwritten Signature]

Printed \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

EXHIBITS

- Exhibit A: Standards
- Exhibit B: Perimeter Description of Countryside

This instrument was prepared by Phillip L. Bayt, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282; Telephone: (317) 236-2100.

480323.1

## Countryside Development Standards and Architectural Control Guidelines

Pursuant to the Declaration of Covenants, Conditions and Restrictions of Countryside as amended and supplemented, (the "Declaration"), The Countryside Development Standards and Architectural Control Committee (the "Committee") is charged with the responsibility of preserving and enhancing the value of the properties subject to the Declaration, of maintaining a harmonious relationship among the structures, the natural vegetation and the topography of said properties and of providing for the proper functioning of the storm drainage and other utility systems with the communities.

The Committee is responsible for the common elements of the community including the amenity areas, trails, entrances, perimeter buffers and all improvements or alterations to any type of common areas. For these purposes, the Committee has the right to promulgate and enforce rules, regulations and guidelines to regulate the exterior design appearance, use, location and maintenance of lands and improvements thereon, subject to the Declaration. In order to satisfy this responsibility, the Committee has the right to take the following actions:

- (a) Approve or disapprove plans and specifications for all proposed construction on land or lots subject to the Declaration.
- (b) Approve or disapprove plans and specifications for all improvements of property on land or lots subject to the Declaration.

The following guidelines for all construction on and improvements of the land subject to the Declaration are hereby adopted by the Committee for guidance to property owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified and amended by the Committee at any time, in accordance with the procedures set for in the Declaration.

No new construction or improvement to an existing structure may be initiated without prior approval from the Committee. The Committee will endeavor to respond to any request for construction or improvements within 14 days of receipt of a request. If written approval has not been received by the applicant within 14 days, said request shall be considered denied.

### I. New Residences and Exterior Alterations

All plans for construction of new homes and alterations to existing homes will be submitted for approval by the Committee prior to construction. The following guidelines are to be followed when submitting plans to the Committee.

- A. Materials and Finish - No aluminum siding will be allowed. Vinyl siding must have grade and color approved. All roof material to be consistent within each Section of the community. The use of brick, stone, stucco or other masonry material is encouraged, however, the style and color must be approved by the Committee. In Section 2, all homes must have brick present on the front of the homes as indicated in photographs of the MI Homes presented and commitments made to the Westfield / Washington Township Plan Commission.

EXHIBIT A

B. **Square Footage Requirements** – New homes must conform to the minimum living square footage requirements outlined below.

| Section | Min. Living SF | Section | Min. Living SF |
|---------|----------------|---------|----------------|
| 1       | 800            | 9       | 1400           |
| 2       | 1150           | 10      | 1350           |
| 3       | 1200           | 11      | 1350           |
| 4       | 1200           | 12      | 1350           |
| 5       | 1200           | 13      | 1400           |
| 6       | 1300           | 14      | 1400           |
| 7       | 1300           | 15      | 1400           |
| 8       | 1300           |         |                |

- C. **Landscaping** – A Typical Landscaping Plan is to be submitted for approval by the Committee with home plans. The plan is to include location, size, type and species of all proposed plant material, planting beds and areas of sod and seed. As a minimum, each home shall have sodded front yards, seeded side and rear yards, foundation plantings and in each front yard a 2 ½" caliper shade tree.
- D. **Driveways & Sidewalks** – All driveways will be concrete and not extend beyond the width of the garage area. Sidewalks on homesites, as required by the Town of Westfield are to be installed by the builder.
- E. **Lighting** – All homes will have dusk to dawn lighting mounted on the homes. No other yard lights will be permitted unless approved by the Committee.
- F. **Mailboxes** – All homes within a Section will use identical mailboxes and posts. Committee to select the size and style.
- G. **Home Address Number** – Within each Section, numbers representing the address of each home will be displayed in a uniform manner, as determined by the Committee.
- H. **Pools & Hot Tubs** – Only in ground pools with required fencing or covers will be permitted. Hot tubs are to be approved by the Committee for the type, location and screening proposed.
- I. **Play Equipment** – Play equipment is permitted in rear yards only. Any equipment that stands over 8' in height will be required to submit for approval by the Committee. No aluminum or metal play equipment, playhouses or other outbuildings will be permitted.
- J. **Tennis Courts, Basketball Courts & Goals, etc.** – Any court and its accompanying fencing, lighting and materials will be approved by the Committee after considering the effect such an addition would have on surrounding homeowners. Basketball goals are not to be affixed to the home or garage.
- K. **Satellite Dishes / Antennae** – Unless authorized by the Committee no television, radio or other antennae may be erected by a homeowner. No satellite Dish larger than 24" in diameter shall be installed without approval of the Committee. Whenever possible satellite dishes should not be visible from the street.

EXHIBIT A

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- I. Fences, Walls, Mounds, Screening – All plans for fencing, walls, mounds and screening must be submitted to the Committee for approval. Submissions will include location of improvements on a plot plan of the home site which indicates all easements, setbacks and rights of way. In addition, the size, style, material and timing of installation are to be submitted. Under no circumstances (including pools) will fences will be permitted on any homesite that abuts the dedicated Right-of-way for Countryside Boulevard. For homesites that abnt the dedicated Right-of-way of 169<sup>th</sup> Street, fences will not exceed 4' in height. No fence shall exceed 6' in height. Fences shall be treated pine or cedar and constructed in a "shadow box" style with a flat top (no scalloped or arched fences). In certain areas, i.e., adjacent to woods or common areas, black vinyl coated chain linked or wrought iron may be permitted as determined by the Committee. No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing for approvals. Fences in general shall not be located any closer to the front of the lot than the rear foundation line of the home. Invisible fences are permitted. Painting or staining of the fences will require Committee approval.
  
- M. Accessory Structures, Decks and Patios – All plans are to be submitted to Committee for approval. Submission to include on a plot plan of the home site which indicates all easements, setbacks and rights of way.

## 2. Common Areas, Parks and Trail System

The components of Countryside described in this section are those which are common to the overall community. In many cases a builder, developer or homeowner will be involved in the construction of improvements that affect the overall design, appearance and presentation of the Countryside community. It is the intention of the Declarant to control the presentation, design, appearance, installation and maintenance of all improvements to these areas.

- A. Amenity Area – A community recreational area will be constructed within Countryside and located north of 169<sup>th</sup> Street. The required approvals will be obtained from the appropriate agencies to construct a clubhouse / maintenance building, pools, parking area and playgrounds. In addition, a landscaping and lighting plan will be approved.
  
- B. Common Area Landscaping – There is an overall landscaping plan for the common areas of Countryside (the "Common Area Landscaping Plan / C.A.L.P"). This common area plan includes the entrances to the individual neighborhoods of Countryside, buffer areas as required by the Westfield Cluster Option and all other types of common area. Any builder or subsequent developer or third party that purchases land within Countryside, as identified on the primary plat approved by the Westfield Plan Commission, will be required to conform to the C.A.L.P. All plant material, species and size whether installed by Declarant, builder, subsequent developer or other third party will conform to the C.A.L.P. All installations will be done on a timely basis and monitored by the Committee for conformance to the plan. Any changes or modifications to the plan must be approved in writing by the Committee.
  
- C. Lighting – All forms of lighting in the common areas will be approved by the Committee. A plan for street lighting and entryway lighting and other lighting for the trails and park areas will be developed by the Committee. Any builder, subsequent developer or third party who purchases land within Countryside, as identified on the

EXHIBIT A

primary plat approved by the Westfield Plan Commission, will be required to conform to the lighting plan. Any changes or modifications to the plan must be approved in writing by the Committee.

- D. **Walking Trails & Sidewalks** – Countryside has a plan for the overall coordination of sidewalks (as required by Westfield Subdivision Ordinances), walking trails and community connections. Any builder, subsequent developer or third party who purchases land within Countryside, as identified on the primary plat approved by the Westfield Plan Commission, will be required to conform to this Pedestrian Plan. Any changes or modifications to the plan must be approved in writing by the Committee.
- E. **Entrance Monuments and Signage** – In order to provide a consistent presentation and preserve the intended character of the community, any builder, subsequent developer or third party who purchases land within Countryside, as identified on the primary plat approved by the Westfield Plan Commission, will be required to construct their entrance monuments, walls, fencing, landscaping, irrigation, lighting and placement according to the specifications provided by the Committee.
- F. **Irrigation** – Areas on both sides of the neighborhood entrances will be irrigated to a minimum of 100' in width and 50' in depth from entrance road, measured from the back of curb.
- G. **Street Signs** – The street name signs, traffic info signs and speed limit signs (the "Signage") will be designed by the Committee. Any builder, subsequent developer or third party who purchases land within Countryside, as identified on the primary plat approved by the Westfield Plan Commission, will be required to install such approved signage. Any changes or modifications to the Signage must be approved in writing by the Committee.
- H. **Miscellaneous Improvements** – Any improvement or modification of the common areas including but not limited to benches, picnic tables, grills, playground equipment, walls, pavilions, signs or structures of any kind will be approved in writing by the Committee.

This supplement to the Covenants and Restrictions of Countryside made

Date: \_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT A

Part of the North Half of Section 11, and part of the South Half of Section 2, all in Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 11; thence South 89 degrees 15 minutes 30 seconds West (assumed bearing) along the South line of said Quarter Section 264.00 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 15 minutes 30 seconds West along said South line 1732.21 feet; thence North 00 degrees 04 minutes 10 seconds East parallel with the West line of said Quarter Section 1318.12 feet; thence South 89 degrees 19 minutes 48 seconds West 660.00 feet to a point on said West line, said point also being on the East line of the Northwest Quarter of said Section 11; thence South 00 degrees 04 minutes 10 seconds West along said East line 840.25 feet; thence South 89 degrees 14 minutes 37 seconds West parallel with the South line of said Northwest Quarter 455.00 feet; thence South 00 degrees 04 minutes 10 seconds West parallel with the aforesaid East line 478.70 feet to a point on the aforesaid South line; thence South 89 degrees 14 minutes 37 seconds West along said South line 990.57 feet; thence North 00 degrees 00 minutes 03 seconds West 607.29 feet; thence South 89 degrees 14 minutes 37 seconds West parallel with the aforesaid South line 891.22 feet; thence South 89 degrees 59 minutes 57 seconds West 312.00 feet to a point on the West line of said Northwest Quarter; thence North 00 degrees 00 minutes 03 seconds West along said West line 2023.51 feet to the Northwest corner of said Northwest Quarter; thence North 89 degrees 10 minutes 48 seconds East along the North line of the Northwest Quarter of said Northwest Quarter 1326.04 feet to the Northeast corner thereof, said point also being the Southwest corner of the East Half of the Southwest Quarter of said Section 2; thence North 00 degrees 14 minutes 52 seconds East 1312.60 feet; thence North 00 degrees 11 minutes 10 seconds East 1315.40 feet; thence North 89 degrees 15 minutes 13 seconds East along the North line of said Half Quarter Section and along the North line of the Southeast Quarter of said Section 2 a distance of 3983.67 feet to the Northeast corner of said Southeast Quarter; thence South 00 degrees 14 minutes 10 seconds West along the East line of said Southeast Quarter 1317.92 feet; thence South 00 degrees 12 minutes 36 seconds West 402.14 feet; thence South 89 degrees 24 minutes 07 seconds West 499.84 feet; thence South 00 degrees 12 minutes 36 seconds West 913.12 feet; thence South 89 degrees 24 minutes 07 seconds West 828.75 feet; thence South 00 degrees 04 minutes 54 seconds West 760.05 feet; thence North 89 degrees 24 minutes 07 seconds East 1328.47 feet to a point on the East line of the aforesaid Northeast Quarter; thence South 00 degrees 05 minutes 39 seconds West along said East line 1376.21 feet; thence South 89 degrees 15 minutes 30 seconds West parallel with the aforesaid South line of said Northeast Quarter of Section 11 a distance of 264.00 feet; thence South 00 degrees 05 minutes 39 seconds West parallel with the aforesaid East line 495.00 feet to the place of beginning, containing 482.572 acres, more or less, subject to all legal highways, easements and other restrictions of record.

EXCEPT,

EXHIBIT B

1.1

Part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Quarter Quarter Section; thence North 89 degrees 17 minutes 22 seconds East (assumed bearing) along the North line of said Quarter Quarter Section 82.50 feet; thence South 00 degrees 14minutes 02 seconds West parallel with the West line of said Quarter Quarter Section 264.00 feet; thence South 89 degrees 17 minutes 22 seconds West parallel with the aforesaid North line 82.61 feet to a point on the aforesaid West line; thence North 00 degrees 14 minutes 02 seconds East along said West line 264.00 feet to the place of beginning, containing 0.500 acres, more or less.

The net acreage for the subject tract is 482.494 acres, more or less.

Metes/779300VR  
November 10, 1998

EXHIBIT B

P. 2



8814147

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF COUNTRYSIDE

This Amendment to the Declaration of Covenants and Restrictions of "COUNTRYSIDE", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 8, pages 147-148 in the Office of the Recorder of Hamilton County, Indiana, on this 14th day of July, 1988, by the current lot owners in COUNTRYSIDE (hereinafter referred to as "HOMEOWNERS"), amends the Declaration of Covenants and Restrictions recorded in Plat Book 8, pages 147-148 in the Office of the Recorder of Hamilton County, Indiana.

WITNESSETH:

This Instrument Recorded 7-15 1988  
Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, the undersigned HOMEOWNERS are the current lot

owners in fee simple in COUNTRYSIDE; the plat of which is legally recorded as follows:

That part of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 5 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 22, Township 18 North, Range 5 East; thence North 00 degrees 59 minutes 51 seconds West (assumed bearing) along the South line of said Southeast Quarter 849.16 feet to the place of beginning of the herein described tract; thence North 00 degrees 40 minutes 34 seconds East parallel with the East line of said Southeast Quarter 235.46 feet; thence South 89 degrees 59 minutes 51 seconds East parallel with the South line of said Southeast Quarter 185.00 feet; thence North 00 degrees 40 minutes 34 seconds East parallel with said East line 585.84 feet to the North line of 25 acres off the South end of the East Half of said Southeast Quarter; thence North 89 degrees 59 minutes 51 seconds West along said North line 61.89 feet to the West line of the East Half of said Southeast Quarter; thence South 00 degrees 40 minutes 29 seconds West along said West line 612.59 feet to a point that is North 00 degrees 40 minutes 29 seconds East 208.71 feet from the South line of said Southeast Quarter; thence South 89 degrees 59 minutes 51 seconds East parallel with said South line 208.71 feet; thence South 00 degrees 40 minutes 29 seconds West parallel with said East line 208.71 feet to the South line of said Southeast Quarter; thence along said South line South 89 degrees 59 minutes 51 seconds East 268.16 feet to the place of beginning, containing 10.48 acres, more or less. Subject to all legal easements and rights-of-way.

WHEREAS, certain HOMEOWNERS desire to convey certain

portions of their lots in COUNTRYSIDE in fee simple to an

association to be incorporated under the laws of the State of

Indiana, the portions of which shall become a "Common Area"; and

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SHARON K. CHERRY  
RECORDER  
HAMILTON COUNTY, IN

WHEREAS, this "Common Area" would be for the benefit, use and enjoyment of all current HOMEOWNERS and their successors in title, subject to the control and maintenance by said Association, is described more particularly as follows:

Part of Lot 2 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said lot being North 89 degrees 59 minutes 51 seconds West 111.65 feet from the Northeast corner; thence South 0 degrees 40 minutes 34 seconds West, parallel with the East line of said lot, 135.00 feet to the South line of said lot; thence North 89 degrees 59 minutes 51 seconds West along said south line, 186.53 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with the West line of said lot, 135.00 feet to said north line; thence South 89 degrees 59 minutes 51 seconds East, along said north line, 186.53 feet to the point of beginning and containing 0.578 acres, more or less; and

Part of Lot 3 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot; thence South 48 degrees 49 minutes 10 seconds West along the Easterly line of said lot, 151.86 feet to the Southeast corner thereof; thence North 89 degrees 59 minutes 51 seconds West along the South line of said lot, 145.06 feet; thence North 0 degrees 40 minutes 29 seconds West, parallel with the East line of said lot, 84.29 feet; thence South 89 degrees 59 minutes 51 seconds East, parallel with the North line of said lot, 20.00 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with said east line, 15.71 feet to the North line of said lot; thence South 89 degrees 59 minutes 51 seconds East along said north line, 186.53 feet to the point of beginning and containing 0.456 acres, more or less; and

Part of Lot 4 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot, thence South 48 degrees 49 minutes 10 seconds West along the Easterly line of said lot, 151.86 feet to the Southeast corner thereof; thence North 89 degrees 59 minutes 51 seconds West along the

South line of said lot, 31.94 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with the West line of said lot, 100.00 feet to the North line of said lot; thence South 89 degrees 59 minutes 51 seconds East along said north line, 145.06 feet to the point of beginning and containing 0.203 acres, more or less; and

Part of Lot 5 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot; thence South 48 degrees 49 minutes 10 seconds West along the Easterly line of said lot, 42.88 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with the West line of said lot, 27.78 feet to the North line of said lot; thence South 89 degrees 59 minutes 51 seconds East along said north line, 31.94 feet to the point of beginning and containing .011 acres, more or less; and

Part of Lot 7 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot; thence South 0 degrees 40 minutes 34 seconds West along the Easterlymost line of said lot, 320.84 feet to a Southeast corner thereof; thence North 89 degrees 59 minutes 51 seconds West along a South line and line extend of said lot, 318.16 feet to the West line of said lot, thence North 0 degrees 40 minutes 29 seconds East along said west line, 92.59 feet to the Northwest corner of said lot; thence North 40 degrees 49 minutes 10 seconds West along the Northwesterly line of said lot, 303.72 feet to a North corner thereof; thence South 89 degrees 59 minutes 51 seconds East along the North line of said lot, 60.00 feet to the point of beginning and containing 1.667 acres, more or less.

NOW THEREFORE, HOMEOWNERS hereby declare that an Association shall be created under the laws of the State of Indiana. A Supplemental Declaration of Covenants and Restrictions pertaining to the Association will be recorded in the Office of the Recorder of Hamilton County, Indiana, and shall be binding with respect to all land within COUNTRYSIDE and shall run hereafter with said land, and shall bind any parties having or acquiring any right, title or interest, legal or equitable, in and to said land subject to the restrictions, the legal description for which is found in the recorded plat at Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana. The Association shall be responsible for controlling all maintenance, use and enjoyment of the Common Area, as well as providing various services to the Homeowners in accordance with such Supplemental Declaration.

IN WITNESS WHEREOF, witness the signature of the following HOMEOWNERS in COUNTRYSIDE.

David R. Rogers  
DAVID R. ROGERS  
Judy M. Rogers  
JUDY M. ROGERS

Douglas A. Adamson  
DOUGLAS A. ADAMSON  
Martha E. Adamson  
MARTHA E. ADAMSON

Ralph E. Rogers  
RALPH E. ROGERS  
Dora J. Rogers  
DORA J. ROGERS

Kenneth Johnson  
KENNETH JOHNSON  
Diana Johnson  
DIANA JOHNSON

Greg P. Peyton  
GREG P. PEYTON  
Donna Peyton  
DONNA PEYTON

Harold Walker  
HAROLD WALKER  
Rebecca Walker  
REBECCA WALKER

STATE OF INDIAN )  
COUNTY OF HAMILTON )

SS:

This Instrument Recorded 7-15 1988  
Sharon K. Cherry, Recorder, Hamilton County, IN

Before me, a Notary Public residing in Hamilton County, Indiana, personally appeared DAVID R. ROGERS and JUDY M. ROGERS; DOUGLAS A. ADAMSON and MARTHA E. ADAMSON; RALPH E. ROGERS and DORA J. ROGERS; KENNETH JOHNSON and DIANA JOHNSON; GREG P. PEYTON and DONNA PEYTON; and HAROLD WALKER and REBECCA WALKER; who executed the foregoing Amendment and stated, under oath, that their executions thereof were their free and voluntary act this 14th day of July, 1988.



Karen L. Gully  
NOTARY PUBLIC  
COUNTY OF RESIDENCE: Hamilton

KAREN L. GULLY  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
BY COMMISSION EXP JUNE 17, 1990

This Instrument was Prepared By:

Steven M. Brown  
CHURCH, CHURCH, HITTLE & ANTRIM  
Attorneys at Law  
938 Conner Street  
Noblesville, Indiana 46060  
(317)773-2190

8814148

**SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS OF COUNTRYSIDE**

This Supplemental Declaration of Covenants and Restrictions of COUNTRYSIDE (the "Supplemental Declaration") made this 14<sup>th</sup> day of July, 1988, by all of the current property owners of COUNTRYSIDE (hereinafter referred to as "DECLARANTS"), and

WITNESSETH:

This Instrument Recorded 7-15 1988  
Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, the DECLARANTS are the sole owners in fee simple of all of the lots contained in the platted real estate known as COUNTRYSIDE and described as follows:

Part of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 5 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 22, Township 18 North, Range 5 East; thence North 89 degrees 59 minutes 51 seconds West (assumed bearing) along the South line of said Southeast Quarter 849.16 feet to the place of beginning of the herein described tract; thence North 00 degrees 40 minutes 34 seconds East parallel with the East line of said Southeast Quarter 235.46 feet; thence South 89 degrees 59 minutes 51 seconds East parallel with the South line of said Southeast Quarter 185.00 feet; thence North 00 degrees 40 minutes 34 seconds East parallel with said East line 585.84 feet to the North line of 25 acres off the South end of the East Half of said Southeast Quarter; thence North 89 degrees 59 minutes 51 seconds West along said North line 661.89 feet to the West line of the East Half of said Southeast Quarter; thence South 00 degrees 40 minutes 29 seconds West along said West line 612.59 feet to a point that is North 00 degrees 40 minutes 29 seconds East 208.71 feet from the South line of said Southeast Quarter; thence South 89 degrees 59 minutes 51 seconds East parallel with said South line 208.71 feet; thence South 00 degrees 40 minutes 29 seconds West parallel with said East line 208.71 feet to the South line of said Southeast Quarter; thence along said South line South 89 degrees 59 minutes 51 seconds East 268.16 feet to the place of beginning, containing 10.48 acres, more or less. Subject to all legal easements and rights-of-way.

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SHARON K. CHERRY  
RECORDER

the plat of said real estate having been recorded in Plat Book 8, pages 147-148 of the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the DECLARANTS, by having purchased certain platted lots in the above described real estate have subjected

themselves to the Declaration of Covenants and Restrictions which  
run with the land comprising COUNTRYSIDE, which was recorded in  
Book 8, pages 147-148 in the Office of the Recorder of  
Hamilton County, Indiana, and, likewise have subjected themselves  
to certain Amendments to the Declaration of Covenants and  
Restrictions which run with the land comprising COUNTRYSIDE which  
were duly adopted, and recorded on July 14, 1988, as Instrument  
8814147, in the Office of the Recorder of Hamilton  
County, Indiana (both of which, by this reference, are  
incorporated herein, and are collectively referred to as the "Plat  
Declarations and Amendments"); and

WHEREAS, the Declarants desire to subject COUNTRYSIDE to  
certain supplemental covenants and restrictions (hereinafter  
"restrictions") in addition to those set forth in the Plat  
Declarations and Amendments, in order to further insure that the  
development and use of certain improvements and amenities  
currently located on certain individual lots within COUNTRYSIDE,  
including, but not limited to, the Countryside Lake, is harmonious  
with, and does not adversely affect the value of any of the lots  
contained in COUNTRYSIDE which are owned by Declarants or their  
successors in title.

WHEREAS, the DECLARANTS desire to provide for use and  
maintenance of these improvements and amenities, including, but  
not limited to, Countryside Lake (all hereinafter referred to as  
"Common Area") within COUNTRYSIDE, which are of common benefit to  
DECLARANTS and their successors in title, and to that end desire  
to establish certain obligations on said DECLARANTS and their  
successors in title, and a system of assessments and charges upon  
said DECLARANTS and their successors in title, for certain  
maintenance and costs associated with the operation of the Common  
Area by an Association created under the laws of the State of  
Indiana.

WHEREAS, this "Common Area" shall be described more  
particularly as follows:

Part of Lot 2 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said lot being North 89 degrees 59 minutes 51 seconds West 111.65 feet from the Northeast corner; thence South 0 degrees 40 minutes 34 seconds West, parallel with the East line of said lot, 135.00 feet to the South line of said lot; thence North 89 degrees 59 minutes 51 seconds West along said south line, 186.53 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with the West line of said lot, 135.00 feet to said north line; thence South 89 degrees 59 minutes 51 seconds East, along said north line, 186.53 feet to the point of beginning and containing 0.578 acres, more or less; and

Part of Lot 3 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot; thence South 48 degrees 49 minutes 10 seconds West along the Easterly line of said lot, 151.86 feet to the Southeast corner thereof; thence North 89 degrees 59 minutes 51 seconds West along the South line of said lot, 145.06 feet; thence North 0 degrees 40 minutes 29 seconds West, parallel with the East line of said lot, 84.29 feet; thence South 89 degrees 59 minutes 51 seconds East, parallel with the North line of said lot, 20.00 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with said east line, 15.71 feet to the North line of said lot; thence South 89 degrees 59 minutes 51 seconds East along said north line, 186.53 feet to the point of beginning and containing 0.456 acres, more or less; and

Part of Lot 4 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot, thence South 48 degrees 49 minutes 10 seconds West along the Easterly line of said lot, 151.86 feet to the Southeast corner thereof; thence North 89 degrees 59 minutes 51 seconds West along the South line of said lot, 31.94 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with the West line of said lot, 100.00 feet to the North line of said lot; thence South 89 degrees 59 minutes 51 seconds East along said north line, 145.06 feet to the point of beginning and containing 0.203 acres, more or less; and

Part of Lot 5 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot; thence South 48 degrees 49 minutes 10 seconds West along the Easterly line of said

lot, 42.88 feet; thence North 0 degrees 40 minutes 29 seconds East, parallel with the West line of said lot, 27.78 feet to the North line of said lot; thence South 89 degrees 59 minutes 51 seconds East along said north line, 31.94 feet to the point of beginning and containing .011 acres, more or less; and

Part of Lot 7 in COUNTRYSIDE, the plat of which is recorded in Plat Book 8, pages 147-148, in the Office of the Recorder of Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northeast corner of said lot; thence South 0 degrees 40 minutes 34 seconds West along the Easterlymost line of said lot, 320.84 feet to a Southeast corner thereof; thence North 89 degrees 59 minutes 51 seconds West along a South line and line extend of said lot, 318.16 feet to the West line of said lot, thence North 0 degrees 40 minutes 29 seconds East along said west line, 92.59 feet to the Northwest corner of said lot; thence North 48 degrees 49 minutes 10 seconds West along the Northwesterly line of said lot, 303.72 feet to a North corner thereof; thence South 89 degrees 59 minutes 51 seconds East along the North line of said lot, 60.00 feet to the point of beginning and containing 1.667 acres, more or less.

NOW, THEREFORE, DECLARANTS hereby declare that all of the platted lots located within COUNTRYSIDE are held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Common Area, and COUNTRYSIDE as a whole and each lot situated therein. All of the restrictions shall run with the land, and be binding upon the parties having or acquiring any right, or interest, legal or equitable, in and to the real property or any part or parts thereof, subject to such restrictions.

1. DEFINITIONS

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

- A. "Association" shall mean the "COUNTRYSIDE HOMEOWNERS ASSOCIATION OF HAMILTON COUNTY, INC.", or an organization of similar name, its successors and assigns and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments



for the expense of maintaining the Common Area, as well as for various services the Association may determine to provide the owners from time to time.

- B. "Common Area" shall mean those areas set aside by conveyance to the Association.
- C. "Lot" shall mean any parcel of real estate described and shown on the plat as recorded in the Office of the Hamilton County Recorder.
- D. "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.
- E. "Assessment" means the share of the common expenses imposed upon each lot, as determined and levied by the Association.

## 2. 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, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed and execution of such contract, the Owner covenants and agrees for themselves, their heirs, personal representatives, successors and assigns and subsequent Owners of each of the lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

## 3. DURATION

This Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless

as of the end of any term the Owners of ninety percent (90%) of the lots vote to terminate the Declaration, in which case this Declaration shall terminate at the end of the term in which the vote was taken.

4. THE COUNTRYSIDE HOMEOWNERS ASSOCIATION OF HAMILTON COUNTY, INC.

A. In General. There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "COUNTRYSIDE HOMEOWNERS ASSOCIATION OF HAMILTON COUNTY, INC." which is referred to as the "Association". Every Owner of a residential lot in COUNTRYSIDE shall be a member of the Association. If a person would realize upon his security and become the Owner of a residential lot within COUNTRYSIDE, he shall then be subject to all the requirements and limitations imposed in these Restrictions on other Owners or residential lots within COUNTRYSIDE and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Purposes of the Association.

- (i) The general purpose of the Association is to provide a means whereby those areas within COUNTRYSIDE designated as Common Areas within COUNTRYSIDE as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.
- (ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of said Common Areas or other amenities and such other recreational facilities within COUNTRYSIDE as may be conveyed to the Association.

C. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

D. 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.

E. Power of Association to Levy and Collect Charges and Impose Liens; Initial Assessment.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or Assessment against the Lots within COUNTRYSIDE. Such charge shall be at least \$50.00 per year for each residential lot in COUNTRYSIDE. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$50.00.

(ii) Every such charge shall be paid by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the

annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member.

- (iii) If any charge levied or assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot at the time the charge fell due. Such charge shall bear interest at the rate of Ten Percent (10%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in COUNTRYSIDE and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in COUNTRYSIDE is

hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this sub-paragraph of the Restrictions.

- (iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the Assessments on a specified Lot have been paid or that certain Assessments against said Lot remain unpaid, as the case may be. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

F. Purpose of the Assessments. The charges or Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the Common Area and properties owned or operated by the Association.

G. Suspension of Privileges of Membership.

Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member:

- (i) For any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member remains unpaid;
- (ii) during the period of any continuing violation of the restrictive covenants for COUNTRYSIDE after the existence of the violation shall

have been declared by the Board of Directors of the Association; and  
(iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

H. **INSURANCE.** The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the properties owned by the Association, as the Board of Directors deem appropriate.

IN WITNESS WHEREOF, witness the signature of the following HOMEOWNERS in COUNTRYSIDE.

David R. Rogers  
DAVID R. ROGERS

Judy M. Rogers  
JUDY M. ROGERS

Ralph E. Rogers  
RALPH E. ROGERS

Dora J. Rogers  
DORA J. ROGERS

Greg P. Peyton  
GREG P. PEYTON

Donna Peyton  
DONNA PEYTON

Douglas A. Adamson  
DOUGLAS A. ADAMSON

Martha E. Adamson  
MARTHA E. ADAMSON

Kenneth Johnson  
KENNETH JOHNSON

Diana Johnson  
DIANA JOHNSON

Harold Walker  
HAROLD WALKER

Rebecca Walker  
REBECCA WALKER

STATE OF INDIANA        )  
                              )    SS:  
COUNTY OF HAMILTON

Before me, a Notary Public residing in Hamilton County, Indiana, personally appeared DAVID R. ROGERS and JUDY M. ROGERS; DOUGLAS A. ADAMSON and MARTHA E. ADAMSON; RALPH E. ROGERS and DORA J. ROGERS; KENNETH JOHNSON and DIANA JOHNSON; GREG P. PEYTON and DONNA PEYTON; and HAROLD WALKER and REBECCA WALKER; who executed the foregoing Supplemental Declaration of Covenants and Restrictions of COUNTRYSIDE and stated, under oath, that their executions thereof were their free and voluntary act this 14th day of July, 1988.



*Karen L. Guilkey*  
\_\_\_\_\_  
NOTARY PUBLIC  
COUNTY OF RESIDENCE: Hamilton

My Commission Expires:  
June 17, 1990

KAREN L. GUILKEY  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP JUNE 17, 1990

This Instrument Recorded 7-15 1988  
Shaon K. Cherry, Recorder, Hamilton County, IN

This Instrument was Prepared By:

Steven M. Brown  
CHURCH, CHURCH, HITTLE & ANTRIM  
Attorneys at Law  
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