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MARION COUNTY AUDITOR

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FRANKLIN TOWNSHIP
ASSESSOR

DULY RECORDED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR
HANOVER CHASE**

THIS DECLARATION made this 3RD day of December, 2004, by JDC Holdings, Inc., an Indiana Corporation, by Dean J. Cougill, President (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided and are known as "**Hanover Chase**" (hereinafter referred to as the "Development"), and will be more particularly described in the plat thereof to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant is about to sell and convey the residential lots situated within the platted Development, and before doing so desires to subject and impose upon all real estate within said platted areas of the Development, mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development, and future homeowners therein and thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in Hanover Chase, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said lots situated therein. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in Hanover Chase.

CHICAGO TITLE

1. **Drainage and Utility Easements** - There are strips and parcels of ground as shown on the plat marked Drainage and/or Utility Easements which are hereby reserved for the use of public utilities, including but not limited to drainage structures, swales and improvements, and perimeter drain lines serving the septic systems in the subdivision, possible future sewer improvements, water and other utilities, for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. The Declarant, and/or the Declarant's assigns shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes involving any lot owner(s).

2. **Shared Access Easement** - The Plat includes an easement containing the utility access for Lots 5, 6, 7, 8 and 9 (hereinafter the "West Lots") to Edgewood Avenue, the improvements related to the private shared driveway which provides vehicular and pedestrian access for the

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residents living on the West Lots and their invitees to and from Edgewood Avenue, etc. This shared easement (hereinafter the "Shared Access Easement") is reserved for the benefit of all the owners of the West Lots. No lot owner or other person, firm or corporation shall alter, impair or impede the improvements within such Shared Access Easement. However, to the extent permitted by law, each of the owners of the West Lots shall be subject to regulation by the public authority having jurisdiction over the use of the Shared Access Easement; and also by the Property Owner's Association, the group of West Lot Owners, or other such similar group, as applicable, as hereinafter set forth.

The owners of each of the West Lots shall each have shared non-exclusive rights to the Shared Access Easement; and through the regulations established herein and/or by such group of lot owners hereafter, shall ensure that it is kept and maintained in compliance with the applicable regulations, these covenants, the applicable provisions of the D-P Preliminary Plan, and in a manner which is for the best benefit of the owners of the West Lots.

Any shared landscaping, shared or common signage, and any structures related to the entrance, if located upon or within the Shared Access Easement, shall be regularly planted, replanted, treated, and/or maintained jointly by the owners of the West Lots for the beautification of the portion of the subdivision containing the West Lots.

In addition to the obligations contained in Covenant No. 4 of this document, the remaining surface area (off the driveway) of the portion of the Shared Access Easement which is South of the pavement of Edgewood Avenue and North of the point at which the shared driveway located therein begins to make the approximately ninety (90) degree turn to the West (just South of the emergency turnaround area) shall be maintained, mowed, treated, and otherwise kept by and for the benefit of the portion of the subdivision containing the West Lots; and all costs related thereto shall be borne equally by the owners of the West Lots.

A sign identifying the street addresses of the residences sharing the private shared driveway with the Shared Access Easement, shall be installed at the Edgewood Avenue entrance, and the costs installation and maintenance of said sign shall be shared by the owners of the West Lots.

3. Shared Drainage Improvements - The subdivision contains a variety of drainage improvements, including but not limited to pipes, swales, retention ponds, storm water quality improvements, culverts (other than the private drive culvert serving each Lot), a system of underground perimeter drain lines, etc., all of which are located within easements shown on the Plat (such improvements within easements are referred to hereinafter as the "Shared Drainage Improvements"). The Shared Drainage Improvements which are located West of Hunter Ditch primarily benefit the West Lot owners identified above; and therefore all costs related to the maintenance, repair, replacement, thereof shall be shared equally by the owners of the West Lots. The Shared Drainage Improvements which are located East of Hunter Ditch primarily benefit Lots 1, 2, 3 and 4 (hereinafter referred to as the "East Lots"); and therefore all costs related to the maintenance, repair, replacement, thereof shall be shared equally by the owners of the East Lots.

4. Shared Driveway Agreement (West Lots) - Not later than six (6) months after the

completion of all five residences on the West Lots, the existing private shared driveway along and through the Shared Access Easement, the emergency turnaround area, and the turnaround area at the South end of same, along with the portions of each of the 5 separate driveway extensions which are located within the Shared Access Easement, shall, unless said requirement is waived by the Franklin Twp. Fire Department and the Zoning Commitment related thereto which is contained in the D-P Development Statement is modified to eliminate this requirement, be hard surfaced by the owners of the West Lots, with 2 inches of binder asphalt and 1 inch of surface asphalt, to minimum width of 20 feet. The owners of the West Lots shall be responsible for all costs associated with maintaining and improving the private shared driveway, with each Lot owner's obligation to share in their respective one fifth of all such obligations commencing on the date of their closing on the purchase of one of the West Lots. The obligations of the West Lot owners related hereto shall include but are not be limited to: (1) the obligation to repair any damage to the shared gravel driveway caused by one or more of them, or their contractors, agents or guests' utilization of said drive prior to paving; (2) maintaining, clearing, and improving the gravel drive prior to paving as reasonably necessary; (3) hiring a contractor, and paying for the costs of paving as described above; and (4) once the private shared driveway is paved, to protect the portions of the paved driveway within the Shared Access Easement area from damage related to the unreasonable utilization of the drive/easement by the Lot Owner(s), or their contractors, agents, or guests, during construction and thereafter, including but not limited to the obligation to promptly repair any such damage at said Lot Owner's sole expense.

5. **Declarant's Installed Improvements** - The improvements which exist within the Access Easement as of the date of the recordation of this Declaration, and the Shared Drainage Improvements which exist as of the date of the recordation of this Declaration, have all been installed by the Declarant. Commencing as of the date of the recordation of this Declaration, although the Declarant may subsequently and at his sole discretion elect to share pro-rata in such costs based on the number of lots owned by the Declarant at the time, the Declarant shall have no further obligation to install, replace, upgrade, or maintain any improvements within the subdivision.

6. **Shared Obligations of Lot Owners** - Additional improvements within the Shared Access Easement, above and beyond what exists as of the date of the recordation of this Declaration, all additional Shared Drainage Improvements, all additional shared improvements within any other easements within the subdivision, etc. and the repairs and/or maintenance and/or improvement and/or replacement of any and all of the shared improvements contained in any such shared easement or regular easement, including but not limited to treatment of the detention ponds, cleaning and maintenance of the ditches, the Storm Water Quality improvements, the private shared driveway, any necessary snow removal on the private shared drive and the like(all referred to hereinafter as "Activity") shall be agreed to in advance by the applicable group of Lot owners benefiting from each such shared improvement (i.e. the owners of the West Lots as to items West of Hunter Ditch, and the owners of the East Lots as to items East of Hunter Ditch). If an Activity is performed without advance written notice of the proposed Activity to the other responsible Lot Owner(s), then the Lot Owner(s) performing such Activity shall be solely responsible for all costs or damages associated therewith. If, after advance written notice to the other responsible Lot Owners, a majority of the responsible Lot Owners (3 of the 5 West Lots, or 3 of the 4 East Lots, as applicable), then all responsible Lot

Owners shall promptly pay their respective share of the costs related such Activity, immediately upon completion of the Activity. If a majority of the responsible Lot Owner's fail to consent, one or more of the responsible Lot Owners may still proceed with the Activity, if and only if the activity does materially improve the improvement(s) and/or complies with a required duty, and if said Lot Owner(s) take sole responsibility for all costs and damages associated therewith. However, in the unusual case where the majority of the responsible Lot Owners fail to consent, but the Activity actually results in a material improvement to the shared improvement, or provides a material benefit to the majority of the responsible Lot Owners, or when it satisfies a required duty to maintain the Storm Water Quality improvements, common drainage facilities or the like, and the Lot Owner(s) refusing or failing to grant consent has(ve) done so unreasonably and/or in violation of their obligation(s) contained herein, then the portion of such cost which would have been paid by any refusing Lot Owner(s) if majority consent had been granted, shall be promptly paid by each such Lot Owner(s). Reasonable snow and ice removal shall be considered a material improvement to the private shared driveway. Any expense for an Activity performed primarily due to damage or conditions caused by the unreasonable actions of a Lot Owner(s), or other acts or failures to act which are reasonably the fault or responsibility of a certain Lot Owner(s) or party(ies) under their control, shall be paid solely and promptly by that Lot Owner(s). Any Activity or other use of the easements or improvements shall be performed in compliance with all applicable laws and regulations.

No Lot Owner shall restrict the full use of and access to the private shared driveway by the other Lot Owners and/or their invitees. Each Lot Owner must respect the rights of the other Lot Owner(s); and each shall utilize their best efforts and judgment in minimizing the noise and danger associated with their respective use of the private shared driveway and any other shared improvements or the easement(s) within which they are located.

7. **Lot Owner Installed/Maintained Drainage Improvements** - The drainage plan, the other various construction plans, and even the D-P Development Statement for the subdivision contain specific requirements for Storm Water Quality Act improvements, various drainage swales, detention ponds, outlets, sheet drainage, etc. and includes required elevations and sizes for the driveway culverts and other drainage improvements upon each lot. With the exception of the initial installation of the Shared Drainage Improvements which exist as of the date of recordation of this Declaration (which has been completed by the Declarant), each Lot Owner is required to make all such drainage related improvements that are not completed on their Lot as of the date they became the Lot Owner, promptly as required and exactly as set forth on said approved plans. Should such improvements and the related erosion control work not be installed or complied with fully according to said plans, or should other alterations not in compliance with the plans be made to a lot by the Lot owner or their builder, agents, subcontractors, representatives or assigns, which result in the drainage swales, driveway culvert, driveway, retention pond(s), outlets, underground drains, perimeter drains, and the like not functioning properly on their lot or upon any other lot(s) in the subdivision, then the Lot Owner(s) responsible for such noncompliance or problem(s) shall promptly make whatever improvements are necessary in order to comply with said development plan or ordinance, or they shall be liable for reimbursing the Declarant or any Lot Owner(s) for any improvements/repairs which are made pursuant to the direction of the relevant municipal authority as necessary to comply with the applicable code, regulation, plan, or requirement, plus all related costs, expenses

and legal fees.

8. **Tree Preservation** - All healthy "specimen" trees along the South perimeter of the subdivision, or which are within the floodplain of Hunter Ditch, or are in any fence row West of Hunter Ditch will be preserved to the greatest extent possible. If a specimen tree is removed or damaged resulting in removal, after the lot upon which such tree was located has been sold by the Declarant, it will be the responsibility of the individual lot owner on whose property the tree had existed, or the Association (if any) if the lot owner fails to do so, to replant a similar specimen quality tree in the approximately same location, of a size at least three inch (3") caliper three feet (3') above the ground.

9. **Building and Grounds Maintenance** - The Lot Owner or party in possession of each Lot in the Development shall conform to the following standards:

- 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. Promptly remove all debris or rubbish;
- C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the subdivision;
- D. Promptly cut down and remove dead trees;
- E. Where applicable, prevent debris, foreign material, toxic, hazardous, or damaging materials or substances, from entering drainage areas, swales, and/or storm sewers;
- F. Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly or detracting from the value of the other properties within the subdivision;
- G. Regularly treat or cause to be treated the lawn areas against weed and insect infestation;
- H. Comply fully with all provisions of these Covenants, and the rulings and decisions of the Declarant, the Association, and/or the Architectural Control Committee.

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Property Owners Association (if formed), the Declarant or the owner or owners of any abutting Lot in the subdivision shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such lot and the improvement(s) situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the offending Lot Owner, and if paid by another party shall be collectible from the offending Lot Owner via a lien which may be filed against said lot in the amount of said expense, plus interest,

court costs and reasonable attorney fees related thereto. However, the Declarant, and the owner or owners of any abutting lot(s) in the subdivision, nor any of their agents, employees or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

10. **Setback Lines** - Front building setback lines shall be established on the plat. The minimum rear yard and side yard shall be as set forth in the D-P Development Statement. In the event a building is erected on more than one single lot, these restrictions shall be based on the lot width at the Building Line of the combined lots, and shall apply to the side lines of the extreme boundary of the multiple lots. In the event of a discrepancy between this Declaration and a recorded plat, this Declaration shall control.

11. **Property Owners Association** - A Property Owners Association may be created, at the Declarant's discretion, within three (3) years of the date of the recordation of this Declaration, or upon the vote of 66% of the Lot Owners thereafter. If created, it shall be named Hanover Chase Homeowner's Association (the "Association").

12. **Power of Assessment and Collection** - If the Association is created, it shall have all the powers set forth in its Articles, together with all other powers that belong to it by law, including the power to levy uniform annual assessments and other special assessments against the lots within the Development as set forth herein and/or in the Bylaws of the Association.

13. **Membership and Voting Rights** - If the Association is created, every owner of a lot shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot, and a Class B member shall be the owner of any undeveloped platted lot; and each reference to a lot in this Declaration shall be deemed to be a conveyed lot, or an un-conveyed, platted lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

Class A. Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in any lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member; provided however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

Class B. The Class B members shall be the Declarant, and shall be entitled to Nine (9) votes for each platted lot owned. Declarant shall have the automatic right to plat, record and sell said lots, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership

upon the earlier of the following: 1) All the lots are deeded to homeowners; or 2) January 1, 2015. In the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

14. Covenant Accepting Assessments - If the Association is created, each owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges imposed by the Association, if any; and 2) special assessments for capital improvements, other reasonable expenses of the Association, or the collection of damages against certain lots and/or lot owners as herein and/or in the Bylaws. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association. However, in no case shall the owner of a Lot East of Hunter Ditch be assessed for a share of the actual expenses related to the repair and maintenance of any improvements exclusively shared by or benefit the owners of the West Lots; nor shall the owners of the West Lots be assessed for the actual expenses related to the repair and maintenance of the shared drainage improvements (or other shared improvements) which are exclusively shared by or benefit the lots East of Hunter Ditch.

15. Commencement of Assessments - If the Association is created, the annual assessments shall commence as to all Lots which are owned by anyone other than the Declarant on the first day of the month following the initial creation of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and thereafter until the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association.

16. Exception to Assessments - The Declarant, as owner of platted or unplatted lots, shall be exempt from any and all Association assessments; but Declarant may choose to advance any deficits in usual or ordinary expense until such time as assessments upon lots conveyed is sufficient to meet such expense. If the assessments exceed the expenses of the Association prior to the date the Declarant turns over control of the Association to the actual Lot Owners, then the Declarant shall have the right to recover prior advances made by Declarant to cover deficits, so long as a reasonable sum, in the Declarant's sole discretion, is left in the Association's account at the time control is turned over by the Declarant.

17. Uniform Rates - If the Association is created, both annual and special assessments shall be fixed at a uniform rate for all of the West Lots, and likewise shall be fixed at a separate but uniform rate for all of the East Lots, with the exception that assessments may be different for lots not containing a residence. The general requirement for uniform assessments shall not apply to any special assessment(s) necessary to pay for expenses due to violations of these covenants, or to reimburse the Association for funds spent in enforcement of these covenants against specific lot(s).

18. Liens, Charges and Subordination -

A. If an Association is formed, any charge levied or assessed against any lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of two percent (2%) per month 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.

B. If no Association is formed, then if a sum of money is due to a Lot Owner or Lot Owners as a result of a violation of the requirements of Covenant No. 6 of this Declaration by another Lot Owner, then the Lot Owner(s) who are owed money shall have the right to file a Notice of Lien against the Lot owned by the offending Lot Owner, in an amount equal to the actual amount due, together with interest, costs, expenses, and a reasonable attorney's fees, which shall become and remain a lien upon that Lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the Lot at the time the charge fell due. Such Lien or charge shall bear interest as a late charge at a rate of two percent (2%) per month until paid in full. If such charge has remained due and payable after the filing of the Notice of Lien for more than sixty (60) days, then the Lot Owner(s) filing the lien may at any time thereafter institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

C. Under either subparagraphs A or B hereinabove, as applicable, 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 the expense or costs, including reasonable attorney's fees, incurred in collecting same. Every owner of a lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person 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; and shall be held to have conclusively covenanted to pay all charges made pursuant to these covenants and restrictions.

D. The lien of assessments/charges provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time, obligated to perform the duty of collection of assessments.

E. If an Association is formed, it shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified lot, and/or that certain 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 for the improvement and maintenance of the properties owned or operated by

the Association.

19. Suspension of Privileges - Notwithstanding any other provision contained herein or in the Bylaws, if an Association is formed, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the shared improvements;(i) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, 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, Bylaws or rules and regulations of the Association.

20. Mortgagees Rights - If an Association is formed, and in the unlikely event that the Association would acquire ownerships of common property within the subdivision, then unless at least two thirds of the first mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

A. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the subdivision, shared easements or improvements located thereon which are owned directly or indirectly by the Association, or are for the benefit of one or more of the lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the Association shall not be deemed a transfer within the meaning of this clause.

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

C. By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on lots, the exterior maintenance of the dwellings on lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

D. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

21. Architectural Control - There shall be created an initial architectural control committee which shall be the Declarant or his appointee(s). At that point in time when the Declarant elects to do so (no later than that point in time which the Declarant ceases ownership of at least one Lot and all the homes have been completed and sold to private homeowners), the initial committee shall turn over authority to the Lot Owners, which shall function as the architectural control committee. In any case, the Declarant shall retain sole right to approve plans for original construction of a residence on any lot until all the homes have been built on all the lots. The initial committee, and/or the replacement committee appointed after control is given over by the Declarant, is referred to hereinafter as the "Committee". The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the vegetation and topography.

A. Generally - No dwelling, building, fence, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any lot in the subdivision without the prior approval of the Committee. **WARNING - No construction shall commence nor permit be issued, unless the prior written approval of an authorized representative of the Committee (the Declarant until further notice) is clearly indicated on all such plans. If the plans are approved by the Committee, the Committee shall indicate such approval by placing the authorized representative's signature on the plans and dating the signature.** Such approval shall be obtained only after written application has been made to the Committee by the owner or builder for the owner of the lot requesting authorization by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction improvement. Such plans shall include plot plans showing the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. The Committee shall have full and sole discretion to interpret the standards contained hereinafter in these covenants. In addition, the Committee shall have full and sole discretion to determine if the architectural design and all materials proposed for the residence/accessory building is (are) appropriate for the subdivision. The Committee shall also have full and sole discretion to determine if the size, height, and location of any accessory building is appropriate for the subdivision. Unless the Declarant determines in his sole discretion that unusual circumstances are present, no accessory building shall exceed 2,000 square feet in size. .

B. Fences, Walls and Screening - It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. The only fencing allowed shall be in the rear yard. Therefore, fences shall not be nearer to the front of a dwelling than the rear foundation line of the dwelling, with the exception of an area of one side of the home as reasonably necessary to connect to a side door on the home or a garage service door.

Approved fencing may be privately installed but must be constructed to professional levels of quality. Fences installed by nonprofessionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens must be submitted to the Committee for approval. If any wood product is used as fence material the Lot Owner must execute a written maintenance agreement which requires that the wood must be sealed or stained at least every three years.

No fencing shall be installed in the floodway of Hunter Ditch, and to encourage a feeling of openness, the use of solid fencing over four feet in height in the portion of the rear which faces the creek will be discouraged on the Lots which include portions of Hunter Ditch or its floodplain.

Any fence which is constructed on any platted lot shall be constructed only in the rear yard of the residence; and shall not extend any closer to the street/private shared drive in front of the residence than the applicable rear corner of the residence. In cases of interpretation as to whether a fence is located in front of the applicable rear corner of the residence, the decision of the Committee shall be final.

Other than fencing installed by the Declarant, no fences shall be constructed or located within any drainage or utility easement.

C. Power of Disapproval - The Committee may refuse to grant permission to construct, place or make any requested improvement when:

i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the applicable restrictions.

ii) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.

iii) The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other lot owners.

D. Duties of Committee - The Committee shall approve or disapprove proposed improvements within forty-five (45) days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

E. Liability of Committee - Neither the Committee, any member thereof or the Declarant shall 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 does not make any representation or warranty as to suitability or advisability of design, engineering, and/or method of construction or the materials used.

22. General Construction Standards – Residences, and any additions thereto, in addition to the other applicable provisions of these Covenants, shall comply with the following restrictions:

A. No residence shall be erected or maintained on any portion of the Real Estate having a ground floor area, exclusive of porches and attached garages, of less than 2,000 square feet of livable space for a one story residence, and/or 2,500 square feet of livable space for any residence over one story.

B. Eighty percent (80%) of the entire first floor of any residence, exclusive of doors,

windows, covered porches, and architectural features must be covered with brick, stucco, drivet, wood or stone, unless waived in writing by the Declarant prior to construction commencing. However, the Declarant shall not in any case approve vinyl siding on any more than 10% of the exterior of the home.

C. Not less than 50% of the entire front of the residence shall be fully landscaped with foundation plantings, within 6 months of the date the residence is occupied

D. No heat pumps, air conditioning units or gas meters may be installed in or on the front of a residence.

E. No unfinished windows or doors will be allowed.

F. All gutters and down-spouts other than copper must be painted or coated.

G. All roof and fireplace flashing other than copper must be painted or coated.

H. All metal roof or range vents will be painted or coated to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.

I. All basement and crawl space sump pumps must discharge in compliance with Marion County standards.

J. No modular homes, manufactured homes, house trailers, or previously constructed homes shall be located on the Real Estate

K. Every effort should be made to locate all plumbing vent stacks to rear of the dwelling, and to paint such stacks to match the roof or siding. ®

L. All basements shall be constructed of poured walls.

M. Each residence shall have a garage (attached or detached as approved by the Committee) which is capable of storing not less than two (2) vehicles.

N. There shall be no carports.

O. Any addition or reconstruction shall comply with the provisions of this Declaration.

P. Each residence shall be completed to the point that an occupancy permit could be granted, within eight (8) months from the date construction is commenced on the foundation of the home, unless this time period is extended in writing by the Declarant.

23. Use Restrictions - The following use restrictions, most of which are contained in the D-P Development Statement as zoning commitments shall apply to all Lots in the subdivision:

A. All dwellings must be fully completed on the outside before being occupied.

B. No trailer, basement, tent, shack, barn, or other outbuildings erected upon any Lot shall, at any time, be used as a residence, temporarily or permanently. Job trailers and/or outhouses may only be placed on the property during the period of construction.

C. No noxious or offensive activity shall occur on any Lot, nor shall anything be done thereon which is a significant annoyance or significant nuisance to any owner of another lot in the subdivision, or to any neighboring property owner whose property actually abuts the Lot(s) allegedly conducting said activity. Dog(s) which are not kept within the boundaries of the respective Lot, or whose bark disturbs the sleep of a neighbor, shall be considered a significant nuisance.

D. With the exception of an address identification sign at the point where the shared driveway abuts Edgewood Avenue, no sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area advertising the Lot for sale or rent, or signs used by a builder to advertise the property during the construction or sales period, may be displayed.

E. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk or other unsightly materials or other waste shall not be kept, except in sanitary containers. No inoperable or junk vehicles, or automobiles or trucks under major repair, shall be placed on the property. No trash, grass clippings or other refuse shall be dumped, placed, or left on any adjacent property.

F. Prior to and during the construction of any residence or building, the Lot shall still be neatly maintained; and all construction debris shall be contained within the boundaries of the Lot. The Lot Owner shall be responsible for all expenses and damages to any other surrounding Lot or abutting Real Estate caused by Lot Owner or Lot Owner's builder.

G. Any existing underground tiles and/or drainage lines shall not be damaged, restricted or stopped up.

H. No Lot may be further subdivided.

I. No residence or outbuilding shall be placed in an area described as a drainage, legal drain, or utility easement.

J. Satellite disks of no more than thirty inches (30") in diameter shall be the only outside antennae permitted; and no satellite disks shall be installed on the front of the residence and/or in the front yard.

K. There shall be no outside storage of RV's, trailers, boats or boat trailers, or unlicensed vehicles.

L. All lots within the development shall be developed for single-family detached dwellings only.

M. The use of each Lot shall be limited only to residential activities.

24. **Private Swimming Pools** - Only permanent in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and shall be of harmonious design to the dwelling and adjoining properties. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

25. **Easement for Pre-existing Perimeter Drain Line** - The existing underground drainage line which functions as the perimeter drain outlet for the existing septic systems servicing the residences on the South side of Edgewood Avenue which are located West of the shared driveway onto Edgewood Avenue, shall be allowed to remain as installed, and it is contained within an easement shown on the Plat which is hereby defined as being in favor of and solely benefiting all of the properties which utilize said line as of the date of the recordation of this Declaration. This easement is specifically limited for the maintenance, replacement, and or removal of the existing perimeter drain line; and it is only permitted to contain clean water. At that point in time when all of the residences which utilize such drain either stop using the line as a perimeter drain, or are converted to sanitary sewer service, then this easement shall automatically expire. The grant of this easement is specifically limited so that it is just an underground easement, that all responsibility for maintaining said line shall be on the homeowner(s) to the West who actually utilize and benefit from such line, and that such homeowners shall promptly restore and repair any damage to the subdivision or any improvements therein which are due to the existence of said line, the repair and maintenance thereof, and also the failure to properly maintain said line. Neither the Declarant nor any Lot Owner shall have any responsibility for or liability regarding this line other than not to interfere with the function of the line and this easement right for so long as it is in existence.

26. **Zoning Commitments** - The use and development of the Real Estate is subject to all provisions contained in the D-P Development Statement which was approved in Case No. 2002-ZON-115 (2002-DP-010), which is incorporated herein by this reference.

27. **General** - The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. **Enforcement** - In the event there shall be any violation or attempted violation of any of

these restrictions, it shall be lawful for the undersigned, the Association (if formed), any the group of lot owners acting as an Association (if no Association is not formed), or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but 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 of these covenants and restrictions. The prevailing party in any such action shall be entitled to recover attorney's fees and costs

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 59-A0-3, as amended or any conditions attached to approval of this plat by the Plat Committee/Hearing Examiner, as applicable.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him/her upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

29. **Hold Harmless** - The Lot Owner(s) shall not have the right to collect any such damages, costs, attorneys or the like from the Declarant; and the Declarant and Declarant's agent, attorney, employee, subcontractor, or the like shall be held harmless and indemnified by the Lot Owner(s) bringing, or at fault for causing, such action against them or any one or more of them, or to which they or any one or more of them is joined, concerning any alleged violation and/or enforcement action, or any action regarding the drafting, recordation, enforceability, etc., of these Covenants, and or claims of negligence made against them or any one or more of them by any Lot Owner related thereto.

30. **Amendments** - The foregoing restrictions which may be amended can be so amended by the owners of at least 2/3rds of the lots subject to such restrictions. Any such amendment shall still be subject to those mortgagees' rights set forth above; and shall not violate the terms of the version of the D-P Development Statement applicable at that time. Provided, however, that up to and until 1 year after the construction on the project is completed, including but not limited to the completion of all of the residences, and the installation of all improvements called for in the approved plans, any such amendment of these restrictions shall require prior written approval of the Declarant. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office.

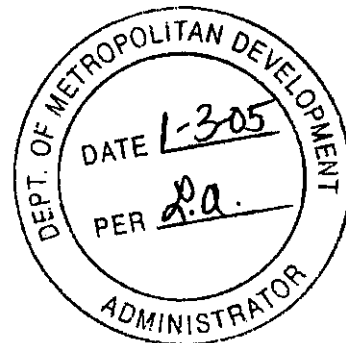
31. **Effect of Becoming an Owner** - The owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the

purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of Declarant with respect to these covenants and restrictions; and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

32. **Existing Lot Owners** - As of the date of the execution of these covenants, ^{three}~~two~~ of the Lots in the Subdivision (Lots 2, and 9) have been sold and deeds recorded evidencing their transfer have been recorded. The owners of said Lots have executed these covenants hereunder, and by such signature acknowledge that their respective lot is subject to each and every one of these covenants as if they had been recorded prior to the date of the transfer of each of their respective lots.



CHICAGO TITLE



IN TESTIMONY WHEREOF, witness the signature of Declarant this 3RD day of December, 2004.

JDC Holdings, Inc.

By: Dean J. Cougill - President
Dean J. Cougill

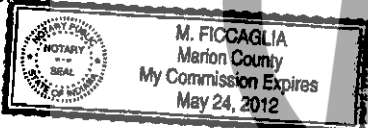
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Dean J. Cougill, who acknowledged execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 3RD day of December, 2004.

My Commission Expires:

May 24 2012



M. Ficcaglia
Notary Public, Signature
M. FICCAGLIA
Notary Public, Printed
MARION
County of Residence

As to Lot No 2 - Deed Reference - 4002462

Dean J. Cougill
Dean J. Cougill

Jennifer L. Cougill
Jennifer L. Cougill

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

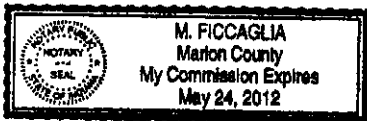
CHICAGO TITLE

Before me, a Notary Public in and for County and State, personally appeared Dean J. Cougill, who acknowledged execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 3rd day of December, 2004.

My Commission Expires:

May 24 2012



M. Ficcaglia
Notary Public, Signature
M. FICCAGLIA
Notary Public, Printed

County of Residence

As to Lot No 9 - Deed Reference - 4002487

Nick J. Byrd
Nick J. Byrd

Amanda S. Byrd
Amanda S. Byrd

STATE OF INDIANA)
)
COUNTY OF MARION)

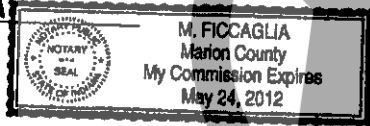
SS:

Before me, a Notary Public in and for County and State, personally appeared Dean J. Cougill, who acknowledged execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 3rd day of December, 2004.

My Commission Expires:

May 24, 2012



M. Ficcaglia
Notary Public, Signature

M. FICCAGLIA
Notary Public, Printed

Marion
County of Residence

As to Lot No 4 - Deed Reference - 4003812

San Miguel Tejada
San Miguel Tejada

Suzanna Tejada
Suzanna Tejada

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

CHICAGO TITLE

Before me, a Notary Public in and for County and State, personally appeared Dean J. Cougill, who acknowledged execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 30th day of November, 2004.

My Commission Expires:

12/8/10



Upin Nurick
Notary Public, Signature

Upin Nurick
Notary Public, Printed

County of Residence _____

This instrument was prepared by: David A. Retherford, Attorney at Law, 8801 Southeastern Avenue, Indianapolis, IN - 46239



CHICAGO TITLE

HANOVER CHASE

FINAL PLAT
FRANKLIN TOWNSHIP
MARION COUNTY INDIANA

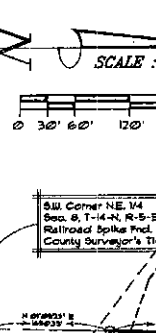
DESCRIPTION
A portion of the Eastern Meridian Survey in Indiana, Township 13 North, Range 5 East of the 3rd Meridian, containing the following described lots, to-wit:

81.094 AC. - LOT SQUARES
79.981 AC. - 1/8 CORNERED - 1/4 LONG
- LOT SQUARES
- LOT SQUARES
- LOT ADDRESS

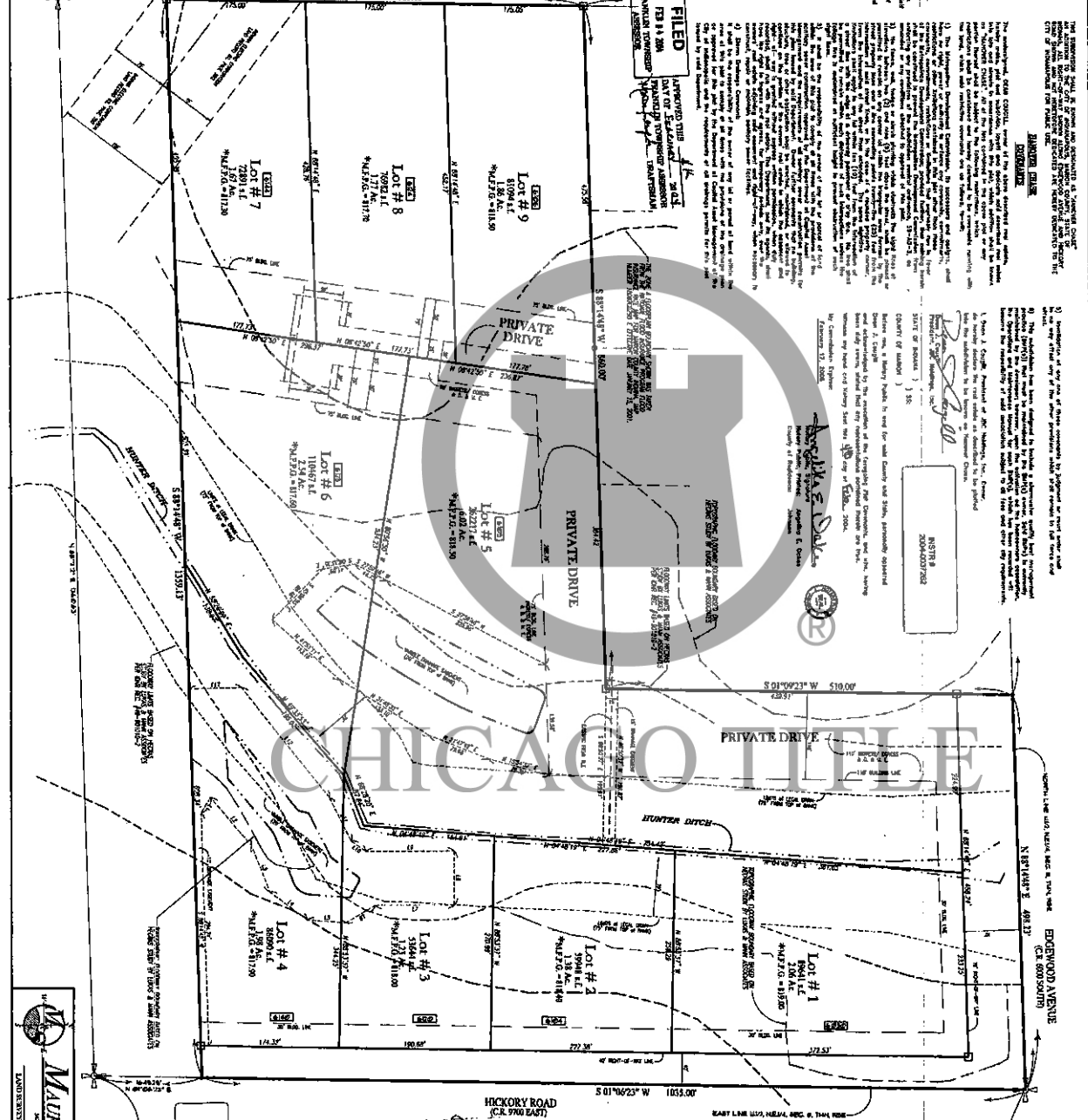
LEGEND
--- BOUNDARY & PROPERTY ASSUMPTION
--- BOUNDARY SURVEY EASEMENT
--- BOUNDARY SERVICE LINE
--- LOT SQUARES
--- 1/8 CORNERED - 1/4 LONG
--- LOT ADDRESS

Subject to Covenants associated with
Zoning Ordinance Number 2002-2004-115
However, Covenants in Ordinance 2002-2004-115
do not apply to the lots shown on this plat.

A FURTHER PLAT WILL BE FILED TO
SHOW THE LOTS WILL BE ADDRESSED
ON N. EDGEWOOD AVENUE.



81.094 AC. - LOT SQUARES
79.981 AC. - 1/8 CORNERED - 1/4 LONG
- LOT SQUARES
- LOT ADDRESS



MAURER & SMITHERS, INC.
LAND SURVEYING, ENGINEERING & ERIER SERVICES

Sheet 1 of 1

Lot #	Area (Ac.)	Notes
Lot # 1	118.41 AC.	442728-11826
Lot # 2	118.41 AC.	442728-11826
Lot # 3	5344 AC.	442728-11826
Lot # 4	36989 AC.	442728-11826
Lot # 5	118.41 AC.	442728-11826
Lot # 6	118.41 AC.	442728-11826
Lot # 7	7893 AC.	442728-11826
Lot # 8	79981 AC.	442728-11826
Lot # 9	81094 AC.	442728-11826

HICKORY ROAD (CR 970 EAST)

POINT OF BEGINNING

RECORD OF RECORDS
RECORDED IN 12-18-13
BOOK 10, PAGE 10

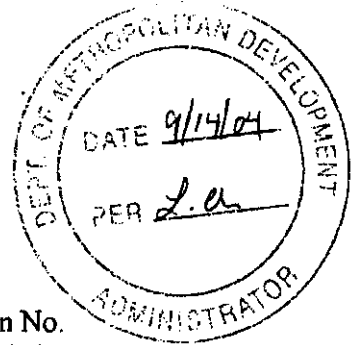
MAURER & SMITHERS, INC.
117 N. MILL ST., MARION, IN 46952

SURVEYOR'S CORRECTION

1

Hanover Chase
Franklin Township, Marion County, Indiana

Cross Reference Instrument No. 2004-0037262.



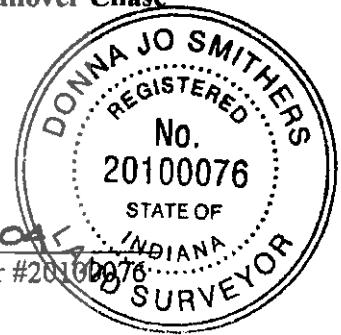
I, Donna J. Smithers, being duly sworn upon my oath, depose and say:

That I am a Registered Land Surveyor in the State of Indiana, Registration No. 20100076, and that an error occurred on the Plat of Hanover Chase recorded as Instrument Number 2004-0037262 in the Office of the Marion County Recorder.

Item No. 1: A street name of "Private Drive" was labeled on the recorded plat. This street name is in error and should be amended to read "Hanover Chase Lane".

FURTHER AFFIANT SAYETH NOT:


Donna J. Smithers, Professional Land Surveyor #20100076



SUBSCRIBED AND SWORN to before me on this 8th day of September 2004


Angelika E. Oakes
Notary Public

My Commission Expires: 2-17-2008
Residing County: Johnson



MARTHA A. WOMACKS
MARION COUNTY RECORDER
544883 SEP 14 2004
BUREAU OF METROPOLITAN DEVELOPMENT
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

This Instrument Prepared By:
Donna Smithers - Maurer & Smithers, Inc.
3425 West County Line Road - Greenwood, Indiana 46142
317-881-3898

FILED
SEP 14 2004
FRANKLIN TOWNSHIP
ASSESSOR

09/14/04 12:40PM MARTHA WACKS MARION COUNTY RECORDER
Inst # 2004-0177575 JCS 10.00 PAGES: 1