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**Amended Code of Bylaws of
HEARTHSTONE HOMEOWNERS
ASSOCIATION INCORPORATED
A Not-For-Profit Indiana Corporation**

A201700043343

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KATHERINE SWEENEY BELL
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**ARTICLE I
Identification and Applicability**

Section 1.01. Identification and Adoption. These By-laws are adopted to govern the Hearthstone Homeowners Association, Inc. (the "Association") in the conduct of its activities and duties pursuant to the Articles of Incorporation of the Association ("Articles") and the Declaration of Covenants for Hearthstone Section I and Section II, as supplemented and amended, as recorded from time to time in the Office of the Marion County Recorder (collectively the "Declarations"). The Declarations are incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-laws.

Section 1.02. Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use, own, rent or occupy a Lot or Dwelling Unit shall be subject to the rules, restrictions, terms and conditions set forth in the Declarations, and these By-laws as the same may be amended from time to time.

**ARTICLE II
Meetings of Association**

Section 2.01. Meetings. The membership shall meet at an annual meeting to be held on a date specified by the Board of Directors, and may meet at such other times as may be necessary or appropriate. At each annual meeting, the members shall transact any business that may properly come before such meeting pursuant to these Bylaws.

Section 2.02. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the members entitled to not less than ten percent (10%) of the vote in the Corporation. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as slated in the petition or resolution.

Cross reference # A198400021349
A198300042596

Section 2.03. Notice and Place of Meetings. All meetings of the members of the Association shall be held at such location within the State of Indiana as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting with the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Board of Directors to each member not less than fourteen (14) days prior to the date of such meeting. If at any meeting an amendment to the Declarations, the Bylaws, or the Articles is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the members at their respective addresses as the same shall appear upon the records of the Association by such means as provided in these Bylaws. Attendance of any meeting by a member in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.04. Voting.

(a) **NUMBER OF VOTES.** Each lot owner or renter in the Hearthstone Subdivision who has paid all Homeowners Association dues, shall have one vote.

(b) **VOTING BY CORPORATION OR TRUST.** Where a corporation or trust is a member or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

(c) **PROXY.** A member may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the member shall duly designate his attorney-in-fact in writing, delivered to an officer of the Association prior to the commencement of the meeting.

(d) **QUORUM.** Except where otherwise expressly provided in the Bylaws, or the Articles, the presence of members or their duly authorized representatives holding ten percent (10%) of the votes shall constitute a quorum at all meetings.

(e) **CONDUCT OF MEETING.** The Chairman of the meeting shall be the President of the Association, who shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) **Reading of Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(2) **Treasurer's Report.** The Treasurer shall report to the members concerning the financial condition of the Association and answer relevant questions of the members concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Election of the Board of Directors. Nominations for the Board of Directors may be made by a member from those persons eligible to serve. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board Member. Each member may cast the total number of votes to which they are entitled for as many nominees as are to be elected; however, members shall not be entitled to accumulate votes. Those persons receiving the highest number of votes shall be elected.

(4) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.

(5) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Directors shall be presented.

(6) Adjournment. Upon completion of all business before the Association, the President, upon the motion of any member, may adjourn the meeting.

ARTICLE III Board of Directors

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively call "Board" and individually called "Directors"). The constituency of such Board shall at all times be between five (5) and nine (9) Directors. The number of Directors may be increased in accordance at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Director unless he/she is an Owner or is a renter of a lot in the Hearthstone Subdivision.

Section 3.02. Additional Qualifications. Where a member consists of a partnership, corporation, trust or other legal entity, then the person entitled to cast the vote on behalf of such member shall be eligible to serve on the Board of Directors.

Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association subject to the limitations set forth herein. Each director shall serve for a term of two (2) years. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the members that elected the removed Director, for any Director removed in accordance with Section 3.04 of the Article III.

Section 3.04. Removal of Directors. A Director or Directors may be removed with or without cause by a majority of the vote of the Board of Directors at a special meeting of the Board duly called and constituted. In such case, a successor shall be

electd at the same meeting from eligible persons nominated at the meeting. A Director selected shall serve until the end of the two-year term or until his successor is duly elected and qualified.

Section 3.05. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

- (a) Procuring of utilities; removal of garbage and waste, and snow removal from the Common Areas;
- (b) Landscaping, painting, decorating, and furnishing of the Common Property;
- (c) Assessment and collection from the members of the members' prorate share of the Common Expense;
- (d) Preparation and delivering annually to the members a full accounting of all receipts and expenses member incurred during each year, which accounting shall be delivered to each member at the annual meeting or delivered by such other means as provided in these Bylaws;
- (e) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Corporation, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by members at any time upon reasonable notice and during normal business hours;
- (f) Procuring and maintaining in force all insurance coverage that the Board may elect to carry;
- (g) Preparing and timely filing any and all documentation as may be required by the Office of the Indiana Secretary of State, the Indiana Department of Revenue, the Internal Revenue Service, and any other State or Federal department or agency in order to maintain the Association's good standing with all such departments and agencies.

Section 3.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To employ a professional manager or agent;
- (b) To purchase for the benefit of the Owners or members such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business of affairs of the Association;

(d) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(e) To open and maintain a bank account or accounts in the name of the Association; and

(f) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property; provided that the Board shall give written notice to the members of such rules and revision, amendment, or alteration thereof.

Section 3.07. Limitations on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Two Thousand Five Hundred Dollars (\$2,500.00), unless the prior approval of a majority of members is obtained.

Section 3.08. Compensation. No Director shall receive compensation for his or her services as such except to such extent as may be expressly authorized by three-fourths (3/4) of vote of the Board.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally by telephone, e-mail, U.S. Mail, or some other reasonable method at least five (5) days prior to the date of such meeting. A special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by telephone, e-mail, or U.S. Mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE IV Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary, and Treasurer. The Directors may appoint an Assistant Secretary/Treasurer and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected by a majority of the Board at its first meeting following the annual meeting.

Section 4.03. The President. The President shall be elected from among the Board and shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and the Board, shall have and discharge all the general powers and duties usually vested in the office of the president of chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the representative of members as he or she may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice-President. The Vice-President shall be elected from among the Board, and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these Bylaws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Board and shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of the Bylaws.

Section 4.06. The Treasurer. The Treasurer shall be elected from among the Board and shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He or she shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for exclusive benefit of the

Association. He or she shall also prepare and file or cause to be prepared and filed annual State and Federal Tax Returns for the Association by the applicable due dates.

Section 4.07. Assistant Officers. The Board of Directors may from time to time designate and elect from among the representatives of members an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these Bylaws or the Board of Directors may prescribe.

ARTICLE V Additional Rights and Duties of Board

Section 5.01. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of Hearthstone Subdivision as it may deem desirable, including, but not limited to, the use of the Common Property. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VI Reserves and Funds

Section 6.01. Obligations of Owners. Each of the members of the Association shall be entitled to all of the privileges and subject to all of the obligations thereof. All members covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation and regulations of the Association and the provisions hereof.

Section 6.02. Annual Accounting. Annually, after the close of each calendar year and prior to the date for notice of the annual meeting of the Association, the Board shall cause to be prepared and made available to each member a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

Section 6.03. Annual Assessments ("Dues"). The Board shall assess an annual assessment against each Lot or Dwelling Unit belonging to the Association to be used solely for the purposes designated herein, including the use, benefit, and account of all of the Owners and for the payment of Common Expenses. Until December 31, 2014, the maximum Annual Assessment shall be \$55.00 per Lot. From and after December 31, 2014, the Annual Assessment may be modified (increased or decreased)

by no more than 10% of the amount assessed for the previous year, and may only be modified by a majority vote of the Board and may only be modified once per year.

Section 6.04 Special Assessments. The Board may, based on estimated cash requirement for the Common Expenses in the ensuing year, propose a Special Assessment against each Lot or Dwelling Unit based on the apportionment of votes as provided herein, which members shall treat as Common Expenses and assess against Owner and/or Renters of Lots and Dwelling Units as provided in the Declarations.

Section 6.05. Status and Purpose of Funds Collected by Association. All funds collected pursuant to this Article VI shall be held and expended by the Association solely for the purposes designated herein and in the Agreement and, except for any special Assessments that may be levied against less than all of the Owners, and except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners to construct, manage, improve, maintain, repair, and administer the Common Area, and for the payment of Common Expenses.

Section 6.06. Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be collected on an annual basis, and Special Assessments shall be collected as the Board determines.

Section 6.07. Non-payment of Assessments. All Assessments are due and payable upon notice of same by the Board to the Owners and/or Renters of all Lots and Dwelling Units subject to this Association. If an Assessment is not paid within thirty (30) days, it shall be considered delinquent and shall become a continuing lien in favor of the Association upon the Lot against which it was assessed and all improvements thereon. Upon ten (10) days written notice to the Owner and/or Renter of a delinquent Assessment, the Association may take action to collect the delinquent amount. Such action may include:

- (a) Employment of an attorney or some other person(s) to assist in the collection of the Assessment(s) and recovery of any fees and costs incurred;
- (b) Recording or having recorded a Notice of Lien in accordance with Indiana law, on the applicable Lot and/or Dwelling Unit against which the Assessment(s) was assessed (an "Assessment Lien" or "Lien"). Such a Notice of Lien shall be signed by an officer of the Association and may be recorded in the office of the Recorder of Marion County, Indiana. All costs and expenses of recording and/or foreclosing the Lien shall be secured by the Lien;
- (c) Filing or having filed an action at law or in equity against the person obligated to pay the Assessment(s). In any such action, the Association may enforce and foreclose any Assessment Lien it has or which may exist

for its benefit. Also, the Association will seek to recover all delinquent Assessments assessed against the subject Lot or Dwelling Unit as well as its costs, including reasonable attorney's fees, incurred for any such action.

ARTICLE VII Amendment to Bylaws

Section 7.01. These Bylaws may be amended by a vote of sixty-six percent (66%) of the members of a duly constituted meeting called for such purpose, except as otherwise provided by any provision of the Declarations, or these Bylaws, as the same may be amended from time to time.

ARTICLE VIII Notices, Mortgages, and Collection

Section 8.01. Notice of Assessments. Upon ten (10) days written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Lot or Dwelling Unit, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the subject Dwelling Unit or Lot, together with the amount of the current Assessments for Common Expenses and the date(s) such amounts become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith.

Section 8.02. Subordination of Lien. Any Assessment Lien as provided for in Section 6.07 above shall be subordinate to the lien of any first Mortgage and to any tax liens or liens in favor of any taxing and assessing unit of government. The sale or transfer of any Lot shall not affect the Assessment Lien and no such sale or transfer of a Lot, including pursuant to a mortgage foreclosure, shall relieve the person obligated to pay the Assessments from personal liability for all Assessments payable prior to such sale or transfer.

Section 8.03. Availability of Information. The Association shall keep and shall make available to prospective purchasers of the Lots, upon request at reasonable business hours, copies of the Agreement, the Declarations, Bylaws, current rules and regulations, if any, and the most recent financial statement of the Association.

CERTIFICATION

The undersigned, being first duly Sworn, hereby certifies that the within and foregoing Amended Code of Bylaws of the Hearthstone Homeowners Association, Incorporated are true and correct as approved on June 13, 2012.

Adam Cottingham
Signature

Adam Cottingham President
Printed, Title

STATE OF INDIANA)
COUNTY OF MARION)

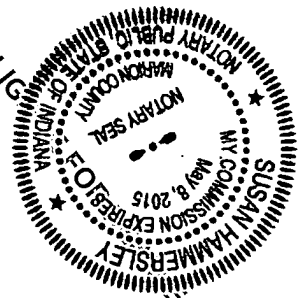
Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23rd day of July, 2012.

Susan Hammersley
Signature

SUSAN HAMMERSLEY, Notary Public
Printed

County of Residence Marion

My Commission Expires:
May 8, 2015



"I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law."

Prepared by
Adam Cottingham

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AMENDED COVENANTS

HEARTHSTONE, SECTION I

The undersigned, Sheetz-Singleton, Inc., by J. Michael Sheetz, President, and Mark Singleton, Vice-President, being the owners of the within described real estate, do here lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Hearthstone-Section I, an addition in Marion County, Ind.

1. Streets: The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. Land Use: All numbered lots in this Addition shall be designated as residential lots. Only one single-family dwelling with accessory building and not exceeding 35 feet in height may be erected or maintained on said lot.
3. Floor Area: No one-story house shall be erected on any lot in this addition having a main floor area of less than 900 square feet and no residence with more than one-story shall have a main floor area of less than 660 square feet exclusive of open porches, garages or easements.
4. Temporary Structures: No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purpose in any lot in this addition.
5. Obstructions of Right of Way: No trailer, boat, RV, camper, semi-truck, box or moving truck, or any other obstruction may be parked or placed on the street for more than forty-eight (48) hours without prior permission from the Board of Directors of the Association.

6. THIS DOCUMENT IS FILED FOR RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA. DATE: 11/11/11. TIME: 10:11 AM. BY: [illegible]

Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

7. Sight Distance at Intersections: Front building and sidelines are established as shown on this plat between which lines and the right-of-way lines of the street, no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines or elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a lien connecting points 25 feet from the intersection of said street lines or in the case of rounded property corners from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.
8. Damage or Defacement: No changes, modification, alteration, defacing, or marring of public areas such as streets, curbs, mailboxes, fire hydrants, main entrances, or signs, without permission from the Board of Directors of Association.
9. Nuisances: No noxious or offensive trade shall be carried on upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
10. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. All pets must be kept on a leash unless they are on a Lot or within a private property line.

11. Easements: There are strips of ground as shown on the within plat marked D&UE (Drainage and Utility Easement), DU&SE (Drainage, Utility and Sewer Easement), S&UE (Sewer and Utility Easement), which are reserved for the use of public utility companies not including transportation companies for the installation or maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the Authority of the City of Indianapolis, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

12. Drainage: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis, and the requirements of all drainage permits for this plat issued by the said department.

13. Ingress and Egress: There shall be no means of ingress and egress (pedestrian or vehicle) to East 91st Street from the rear of Lots numbered 1, 2, 3, 4, 5, 6, 7, 8 and 73.

14. Utility Lines and Antennas: All reelectrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Sheetz-Singleton, Inc. their successors or assigns. Other than residential satellite dishes, no outside antennas, poles, masts or towers shall be permitted unless approved in writing by Sheetz-Singleton, Inc., their successors or assigns.

15. Airport Authority: No structure, building, or trees in the subdivision shall be in excess of 40 feet in

height. The Indianapolis Airport Authority, its successors or assigns shall have the right to enforce this restriction by appropriate legal proceedings.

16. Airport Authority: The owners of lots within the subdivision recognize and acknowledge that an airport, currently known as the Indianapolis Metropolitan Airport owned by the Indianapolis Airport Authority exists approximately .45 miles north of the subdivision and that aircraft using such airport and its runways will be using the air space above the subdivision. The owners of the lots within the subdivision hereby waive and release any right or cause of action which such owners may now have or which they may have in the future against the Indianapolis Airport Authority, its grantees, permittees, licensees, successors and assigns due to any noise, vibrations, fumes, dust, fuel, particles or other affects as may be inherent and reasonably necessary to the safe operation of aircraft now known or hereafter used for navigation of or flight in the sky and using the above described airport as it now exists or as it may in the future recognize and acknowledge that the Indianapolis Airport Authority is planning the construction of a new Northeast/Southwest aligned runway scheduled to be completed in 1986 which is projected to handle the majority of airport operation.

17. Fences: All fences shall be approved in writing by Sheetz-Singleton, Inc., their successors or assigns before any construction.

18. Enforcement: 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 from enforcing any

provisions of the subdivision control ordinance committee.

19. Term: The within covenants, limitations and restriction are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for twenty-five (25) years from recording date, at which time said covenants shall be automatically extended for successive periods of then (10) years unless by vote of the majority of the then owners of the Lots entitled to a vote in accordance with the By-laws of the Association, 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 effect any of the other provisions which shall remain in full force and effect.

May 11, 1983. Amended June 13, 2012.

AMENDED COVENANTS

HEARTHSTONE, SECTION II

The undersigned, Sheetz-Singleton, Inc., by J. Michael Sheetz, President, and Mark Singleton, Vice-President, being the owners of the within described real estate, do here lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Hearthstone-Section II, an addition in Marion County, Ind.

1. Streets: The streets, together with all existing and future planting, trees and shrubbery thereon, as shown on the within plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns and reversion or reversions thereon, whenever discontinued by law.

2. Land Use: All numbered lots in this addition shall be designated as residential lots. Only one single-family dwelling with accessory building and not

exceeding 35 feet in height may be erected or maintained on said lot.

3. Floor Area: No one-story house shall be erected on any lot in this addition having a main floor area of less than 900 square feet and no residence with more than one story shall have a main floor area of less than 660 square feet exclusive of open porches, garages or basements.
4. Temporary Structures: No trailer, tent, shack, basement, garage, barn or other out-building or temporary structure shall be used for temporary or permanent residential purpose in any lot in this addition.
5. Obstructions of Right of Way: No trailer, boat, RV, camper, semi-truck, box or moving truck, or any other obstruction may be parked or placed on the street for more than forty-eight (48) hours without prior permission from the Board of Directors of the Association.
6. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.
7. Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting points 25 feet from the intersection of said street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain with such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

8. THIS DOCUMENT IS EXCLUDED FROM THE NATIONAL FIREARMS ASSOCIATION (NFA) GUN AND AMMUNITION PURCHASE UNDER THE
- Damage or Defacement: No changes, modification, alteration, defacing, or marring of public areas such as streets, curbs, mailboxes, fire hydrants, main entrances, or signs, without permission from the Board of Directors of Association.
9. Nuisances: No noxious or offensive trade shall be carried on upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
10. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. All pets must be kept on a leash unless they are on a Lot or within a private property line.
11. Easements: There are strips of ground as shown on the within plat marked D&UE (Drainage and Utility Easement), DU&SE (Drainage, Utility and Sewer Easement), S&UE (Sewer and Utility Easement), which are reserved for the use of public utility companies not including transportation companies for the installation or maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the Authority of the City of Indianapolis, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.
12. Drainage: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis, and the requirements of all

drainage permits for this plat issued by the said department.

13. Ingress and Egress: There shall be no means of ingress and egress (pedestrian or vehicle) to East 91st Street from the rear of Lots numbered 74, 75, 77, 78 and 79. There shall be no means of ingress or egress (pedestrian or vehicle) to Masters Road from the rear of lots numbered 79, 80, 89, 90, 91, 92, 93, 94 and 95 and from the east side of lots 84 and 85.
14. Utility Lines and Antennas: All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Sheetz-Singleton, Inc., their successors or assigns. Other than residential satellite dishes, no outside antennas, poles, masts or towers shall be permitted unless approved in writing by Sheetz-Singleton, Inc., their successors or assigns.
15. Airport Authority: No structure, building, or trees in the subdivision shall be in excess of 40 feet in height. The Indianapolis Airport Authority, its successors or assigns shall have the right to enforce this restriction by appropriate legal proceedings.
16. Airport Authority: The owners of lots within the subdivision recognize and acknowledge that an airport currently known as the Indianapolis Metropolitan Airport owned by the Indianapolis Airport Authority exists approximately .45 miles north of the subdivision and that aircraft using such airport and its runways will be using the air space above the subdivision. The owners of the lots within the subdivision hereby waive and release any right or cause of action which such owners may now have or which they may have in the future against the Indianapolis Airport Authority, its grantees, permittees, licensees, successors and assigns due to any noise, vibrations, fumes, dust, fuel, particles or other affects as may be inherent and reasonably necessary to the safe operation of aircraft now known or hereafter used for navigation

of or flight in the sky and using the above described airport as it now exists or as it may in the.

17. Fences: All fences shall be approved in writing by Sheetz-Singleton, Inc., or their successors or assigns before any construction.
18. Enforcement: 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 from enforcing any provisions of the subdivision control ordinance committee.
19. Term: The within covenants, limitations and restriction are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for twenty-five (25) years from recording date, at which time said covenants shall be automatically extended for successive periods of then (10) years unless by vote of the majority of the then owners of the Lots entitled to a vote in accordance with the By-laws of the Association, 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 effect any of the other provisions which shall remain in full force and effect.

March 12, 1984. Amended June 13, 2012.