

Hendricks County

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RESTRICTIONS OF "THE HIGHLANDS - SECTION IV"

Deer Path Development, Inc., as Owner and Developer of The Highlands - Section IV, a subdivision located in Section 23, Township 14 North, Range 1 East, Guilford Township, Hendricks County, Indiana, does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Chris S. Klay, or his duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Association" shall mean the The Highlands Property Owners Association - Section IV as created by the Developer.

D. "Developer" shall mean Deer Path Development, Inc., or its assigns.

E. "Plat" or "Plats" shall mean the subdivision plat or plats for The Highlands, as originally recorded on the 3rd day of July, 1990, as Instrument # 6909, in the Office of the Recorder of Hendricks County, Indiana, as the same may be hereafter amended, revised or supplemented.

F. "Development" shall mean and refer to the residential development which now exists or may hereafter be created within the above described real estate located in Hendricks County, Indiana.

G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage

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Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

I. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.

J. "Common Areas" There are areas on the Plat marked "Landscape Island Common Area" and "Common Area". The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of entryways and nature areas, if any;
3. for the use as entryways and nature areas, if any; and,
4. for the use of the Association for the management and control of entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

They shall be governed by the The Highlands Property Owners Association - Section IV.

2. **Land Use.** Lots shall be used only for residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements. Notwithstanding any provision heretofore, the Developer may maintain a trailer, mobile home or other temporary building for sales and model home purposes during the development period.

3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed three stories in height. Dwellings on lots numbered 90, 91, 101, 104, 107, 108, 116, 117, 119, 132 and 133 shall have, at a minimum, attached two-car garage; all other lots shall have, at a minimum, attached three-car garages and a maximum of four-car garages; the entrances of all garage shall be approved by the committee. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 2000 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 1200 square feet, with no less than a total of 2200 square feet of finished floor space in such two-story structure.

Lots 93, 99, 100, 101, 102, 103 and 104 shall be improved only with two-story dwellings, i.e. two levels above ground level. The dwellings on these lots, excluding garages and porches, shall be not less than 2500 square feet.

4. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by Hendricks County as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.

5. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or

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camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.

6. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

7. Animals. No animals or poultry shall be kept or maintained in this subdivision except common household pets.

8. Architectural Design. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

9. Covenants for maintenance assessments through The Highlands Property Owners Association - Section IV.

A. Creation of the Lien and Personal Obligation of Assessments.

The Developer, being the owner of The Highlands subdivision hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and ponds situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of The Highlands subdivision shall be in the amount of \$25.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the The Highlands Property Owners Association - Section IV. From all such assessments, the Association shall

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pay for the cost of maintenance repair, upkeep, management and operation of the pond systems or other properties as required in Article ___ of the By-Laws. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in

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the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

10. No parcel of land shall be re-divided into a smaller parcel for purposes of creating an additional lot.

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11. All lots shall fall under the jurisdiction of The Highlands Property Owners Association - Section IV and shall be governed by the By-Laws of such association.

12. **Construction and Repair Time.** Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts.

Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

13. **Utility Building and/or Barn.** There shall be no storage or utility buildings, barns, or other outbuildings on any lot within the subdivision.

14. **Signs.** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.

15. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall be located within a garage or house such that they are completely concealed from public view.

16. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision.

17. **Fences.** All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.

18. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways 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 them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot. All lots shall use Highland Utilities or its assigns as its source and means for water and sewer purposes.

20. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

21. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

22. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.

23. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

24. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

25. **Driveways.** Residential driveways shall be constructed of portland cement concrete, paver brick or asphalt. Pavement shall be a minimum of four (4) inches thick excluding subbase material. Paver brick design, material and color shall be approved by Architectural and Environmental Control Committee.

26. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

27. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street. No discharge of water, other than a sewer discharge, shall be made into the sanitary sewer system of the Development; any violation will result in disconnection from the sanitary and water systems within the development.

28. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.

29. **Street Address.** The committee may require street address to be carved in stone, which stone shall be located on an approved location on the exterior of each dwelling.

30. **Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

31. **Mail Boxes.** Size, location, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General. Metal stands or supports shall not be permitted or approved.

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32. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.
33. **Play Equipment.** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.
34. **Clothes Lines.** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.
35. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 36, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.
36. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.
37. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.
38. **Rules Governing Building on Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned).
39. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform

such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions.

40. Blanket Easement. Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of The Highlands - Section IV.

41. Street Lights at Intersections. All Lot owners shall be required to construct and maintain one outside pedestal light located at the right of way. The size, precise location and type of light must be approved by the Committee. All such lights will be activated by a photo electric cell to insure operation during all evening periods. Lot owners may, in their discretion, install and maintain additional exterior lights, provided such lights are not directed in such a manner as to annoy adjacent Lot owners. The maintenance of photo cell bulbs, glass shall be the responsibility of The Highlands Property Owners Association - Section IV.

42. Street Address. The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The committee may require the street address to be etched in stone, which stone shall be located on an approved location on the exterior of each dwelling.

43. Enforcement. Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee 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 reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such

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interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

44. Term. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after such twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

45. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 20th day of June, 1990.

DEER PATH DEVELOPMENT, INC.

Chris S. Klay President
Chris S. Klay, President

Deborah L. Klay Sec.-Treas.
Deborah L. Klay, Sec. Treas.

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Chris S. Klay, President and Deborah L. Klay, Sec.-Treas. of Deer Path Development, Inc., who acknowledged the execution of the foregoing Restrictions of The Highlands - Section IV, and who, having been duly sworn, stated that any representations therein contained are true.

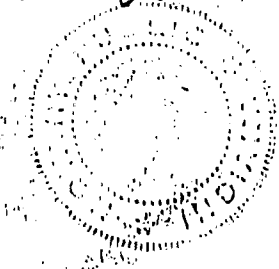
Witness my hand and Notarial Seal this 20th day of June, 1990.

My Commission Expires:

August 19, 1993

Resident of Hendricks County.

Patricia Elaine Brackley Stringer
Notary Public
Patricia Elaine Brackley Stringer



This instrument prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 745-4300.

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**THE HIGHLANDS - SECTION IV ARCHITECTURAL CONTROL COMMITTEE
GUIDELINES FOR ARCHITECTURAL CONTROL**

INTRODUCTION:

The Highlands Architectural Control Committee ("Committee") is charged with the responsibility of preserving and enhancing the values of properties subject to the Declaration of Covenants, Conditions and Restrictions of The Highlands Subdivision - Section IV ("Declaration"). The Declaration establishes certain agreements, covenants, conditions, restrictions, easements, assessments and charges ("Restrictions") applicable to all lots in the The Highlands Subdivision - Section IV ("Lots"), and authorizes the Committee "to promulgate and enforce reasonable rules to regulate the external design, appearance, use, location and maintenance of Lots, land and improvements subject to the Restrictions in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography." In order to satisfy this responsibility, the Committee shall take the following action:

a. Select authorized builders or contractors for the construction or expansion of homes or the construction of other improvements on land subject to the Restrictions, or approve or disapprove of the engagement of any proposed builder or contractor by any Lot owner to perform such construction or expansion.

b. Approve or disapprove plans and specifications for all proposed construction of new homes, additions or other improvements on land subject to the Restrictions, and to generally supervise such construction to assure that it is performed in a satisfactory manner consistent with the Restrictions.

NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.

NEW CONSTRUCTION APPROVAL

In order to maintain a high quality residential development, certain criteria for new homes has been established by the Committee.

GENERAL REQUIREMENTS FOR NEW HOME CONSTRUCTION

The general new home requirements are set forth below.

a. **Approved Builders or Contractors.** All construction or expansion of homes or improvements on any Lot shall be performed by builders or contractors approved by the Committee. The Committee may publish an exclusive or nonexclusive list of approved builders or contractors and amend such list from time to time in its discretion.

b. **Colors and Materials of Home.** Colors of homes and improvements will generally be subdued, earthen tones or white, and compatible with other structures in the immediate area. The use of aluminum or vinyl exterior siding on homes is prohibited.

PLANS AND SPECIFICATIONS TO BE SUBMITTED TO COMMITTEE

In order to properly review proposed construction, the Committee has established the following minimum specifications. All plans and specifications must be submitted for approval in duplicate.

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a. All plans, drawings and blueprints of proposed homes will be of professional quality and drawn to a scale of not less than 1/4" = 1'. All plot plans shall be drawn to a scale of not less than 1" = 30'.

b. The following plans will be submitted for each element of new construction: front elevation; rear elevation; side elevation; floor plan of each floor; and foundation plan.

c. All plans will specify major building materials, i.e. brick, stone, wood, etc.

d. All plot plans which will provide and identify the following items: proposed location of house and driveway on the Lot; location of any easements and undisturbed areas; location of proposed fences, screening, walkways and walls; existing and proposed grades.

ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvement or any addition to an existing building or any exterior alteration or change to an existing building must have the prior written approval of the Committee before any work is undertaken. The Committee has established the following guidelines for specific types of construction and improvements on land subject to the Restrictions. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. No detached structures will be permitted. All exterior of improvements shall be painted rather than to be stained or remain natural.

ROOF LINES, HEIGHT OF ROOFS AND PITCHES OF ROOFS

In order to best utilize the topography and character within the development, the Architectural Control Committee must approve the roof lines, height and pitches of the roof for each improvement within the development. The Architectural Control Committee may require changes or adjustments to roof lines, height and pitches of roofs that are submitted for approval.

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 community. No fence or screen will be approved if its installation will obstruct sight lines for vehicular traffic. Aesthetics will be taken into consideration by the Committee when reviewing all fences for approval. The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed, but must be constructed to professional levels of quality. All fences 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 is withheld until successful completion of this final review. No fence will extend in forward of the furthest back corner of the residence.

a. Height restriction. The Committee is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Committee, therefore, will generally reject fences exceeding four (4) feet in height. The Committee will give consideration, however, to a variance in this height limit where there are clearly unique circumstances.

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The use of six foot fences around smaller patio areas of a back yard of a home in order to secure privacy for the immediate patio area will generally be permitted. The specific fence height restrictions are as follows:

1. As a general rule, property fencing and walls above the grade shall not exceed four (4) feet above grade. The Committee will not approve any proposed fence which exceeds four feet in height unless there are circumstances clearly unique to that Lot which merit the installation of higher fence.

2. Patio screens/privacy fences shall not exceed 6 feet in height.

b. Materials and finish.

1. Wood fencing or screening will be approved if the design is in conformity with the architectural design of the community.

2. The Committee shall discourage the use of chain link or other galvanized metal fencing, and will reject any application for such fencing.

3. All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property.

4. Walls above grade should be constructed of natural stone masonry or attractive timber.

LANDSCAPING AND PLANTINGS

Landscape improvements are considered by the Committed to be terraces, retaining walls, unusual vegetation covering walks, bank treatment, detached patios, and cabanas. With respect to these improvements the applicant shall submit:

a. Two copies of plot plan showing location of the proposed improvements on the lot, existing grades at the nearest property line with proposed finished grades as applicable to the improvement.

b. Two copies of additional plans as required in order to evaluate the appearance of the improvements and type of construction, including the type of material used, the color of the finished improvement and type of vegetation, if any.

Landscape work and planting in general does not require the approval of the Committee. However, trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. In addition, shrubs should not be permitted to unduly restrict the view of the amenities from other properties. Special landscaping beyond that normally associated with a single family residence must be approved by the Committee prior to installation. If the Lot is not completely wooded, the Committee shall require the establishment of a satisfactory lawn by seeding or sodding the Lot as soon as possible following completion of a home, weather conditions permitting.

EXTERIOR ANTENNAS AND SATELLITE DISHES

No television or radio antennas, satellite dishes or similar devices

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for television, radio and/or telephone reception or transmission may be erected by any Lot owner on the exterior of a house. The Committee has determined that inside attic antennas and television cable service are technically sufficient to serve residents and recommends their use.

SOLAR PANELS

The erection of solar panels is strongly discouraged by the Committee. No solar panel may be erected without the Committee's prior approval, which may be withheld in the Committee's sole and absolute discretion. Under no circumstances will the Committee approve any request for the erection of a solar panel unless: (a) the panel would not be visible from any street or right of way (even when the trees are without leaves), and (b) all owners of Lots adjacent to the Lot on which the solar panel is to be erected have previously approved its installation.

SWIMMING POOLS

Permanent type back yard swimming pools must have the approval of the Committee before any work is undertaken. Permanent back yard swimming pools will be approved by the Committee only after careful consideration of the potential effect of such a pool on neighboring properties.

An application for the construction of a permanent type back yard swimming pool will not be considered unless the application is accompanied by an application for acceptable fence design. Use of planting in the vicinity of the proposed pool is recommended to soften the effect of sound on adjacent property.

GARAGES

All homes shall have an attached garage that is of sufficient size to accommodate at least three (3) automobiles. The Committee will not approve any plans for detached garages. The Committee prefers that garages be angled away from the street, or at least constructed to minimize their visibility from the street. Lot owners are strongly encouraged to use their garages to park their cars, and to avoid parking on the street whenever possible. Under no circumstances shall boats or recreational vehicles be stored at any location other than in a garage.

DRIVEWAYS

Extensions or widening or rerouting of existing driveways must have the approval of the Committee prior to construction.

PLAY EQUIPMENT

Children's play equipment such as sandboxes, temporary swimming pools having a depth of less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Committee, provided such equipment is not more than eight (8) feet high, in good repair (including painting) and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than eight (8) feet shall require approval by the Committee of the design, location, color, material and use. Basketball hoops may be installed without Committee approval, providing they are not visible from any street.

MAILBOXES

In order to preserve the overall aesthetic appearance of the development, any mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. Metal stands will not be permitted or approved.

Requested By: andy 05/03/2005

200500004025
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
02-14-2005 At 10:31 am.
COVENANTS 15.00

AMENDMENT TO RESTRICTIONS OF ①
"THE HIGHLANDS--SECTION IV"

The Undersigned, being all owners of Lots in The Highlands, Section IV, a subdivision located in Section 23, Township 14 North, Range 1 East, Guilford Township, Hendricks County, Indiana, do hereby amend the Restrictive Covenants of said subdivision as recorded July 3, 1990 in Miscellaneous Record 122 pages 294-308 in the office of the Recorder of Hendricks County, Indiana, as follows:

Paragraph J: "Common Areas" is amended to exclude from such definition the area depicted on the plat of The Highlands, Section IV and designated as "Common Area" to the extent that such area shall no longer be known as a common area and shall no longer be under the auspices of The Highland's Property Owners Association-Section IV, but shall become an area unencumbered by the definition of common area and available for conveyance to adjoining owners in fee simple.

Therefore, Paragraph J is amended to the following:

J. "Common Areas": There are areas on the Plat marked "Landscape Island Common Area". The Landscape Island Common Area is hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of entryways and nature areas, if any;
3. for the use as entryways and nature areas, if any; and
4. for the use of the Association for the management and control of entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

It shall be governed by The Highlands Property Owners Association—Section IV.

All other terms and conditions of the referenced recorded Restrictions remain in full force and without effect.

So Amended this 5TH day of FEBRUARY, 2005, ~~2004~~

Matthew L. Tetrick
Matthew L. Tetrick (Lot 86)

Traci R. Tetrick
Traci R. Tetrick (Lot 86)

Kaye Ellen York
Kaye Ellen York (Lot 87)

Mark E. Cameron
Mark E. Cameron (Lot 89)

Donna J. Cameron
Donna J. Cameron (Lot 89)

Jon A. Jeffries
Jon A. Jeffries (Lot 90)

Cindy A. Jeffries
Cindy A. Jeffries (Lot 90)

H

2

Kenneth A. Berberich (Lot 91)

P. Nicholas Kellum (Lot 93)

Steven M. Schuld (Lot 95)

R. Blake Deckard (Lot 96)

Danny W. Clingan (Lot 97)

Charles F. Cook, Trustee (Lot 99)

Randall F. Strain (Lot 100)

Larry D. Gilbert (Lot 101)

Dennis Wyatt (Lot 102)

David A. Spaulding (Lot 103)

Harold F. Taylor (Lot 104)

David R. Wells (Lot 105)

Larry A. Janeczek (Lot 106)

Knute A. Lentz (Lot 108)

Mark P. Williams (Lot 109)

Scott D. Lutocka (Lot 110)

Joseph D. Evans (Lot 117)

Steven F. Butler (Lot 118)

Julia L. Berberich (Lot 91)

Lori J. Kellum (Lot 93)

Sigrid Schuld (Lot 95)

Nancy R. Deckard (Lot 96)

Sharon L. Clingan (Lot 97)

Monica J. Halverson, Trustee (Lot 99)

Nancy Strain (Lot 100)

Susan Wyatt (Lot 102)

Stacy I. Spaulding (Lot 103)

Marilyn N. Taylor (Lot 104)

Ronda L. Wells (Lot 105)

Jadwiga Janeczek (Lot 106)

Jennifer L. Williams (Lot 109)

Penny C. Lutocka (Lot 110)

Leely M. Evans (Lot 117)

Sally J. Butler (Lot 118)

3

Larry D. Stoots
Larry D. Stoots (Lot 119)

Kenneth A. Wiseman
Kenneth A. Wiseman (Lot 120)

Philip W. Fred
Philip W. Fred (Lot 121)

Lori McCullough Cole
Lori McCullough Cole (Lot 122)

Byron Christopher Gough
Byron Christopher Gough (Lot 123)

Jim R. Jennings
Jim R. Jennings (Lot 124)

Gregory A. Stout
Gregory A. Stout (Lot 125)

Charles R. Schwankamp
Charles R. Schwankamp (Lot 126)

James C. Muskat
James C. Muskat (Lot 127)

Gregory L. Elston
Gregory L. Elston (Lot 128)

James P. Bohney
James P. Bohney (Lot 129)

Clayton Foxworthy
Clayton Foxworthy (Lot 130)

Mark A. Kulow
Mark A. Kulow (Lot 132)

Catherine K. Wiseman
Catherine K. Wiseman (Lot 120)

Barbara L. Fred
Barbara L. Fred (Lot 121)

Lesley C. Gough
Lesley C. Gough (Lot 123)

Cheryl J. Jennings
Cheryl J. Jennings (Lot 124)

Pamela G. Stout
Pamela G. Stout (Lot 125)

Diane Schwankamp
Diane Schwankamp (Lot 126)

Shelley R. Muskat
Shelley R. Muskat (Lot 127)

Sandra G. Elston
Sandra G. Elston (Lot 128)

Mary Leonard Bohney
Mary Leonard Bohney (Lot 129)

Carol B. Foxworthy
Carol B. Foxworthy (Lot 130)

Pamela K. Kulow
Pamela K. Kulow (Lot 132)

Deer Path Development, Inc.

By: Chris S. Clay, Pres
Chris S. Clay, President
ck

A

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, personally appeared all of the above, except Randall F. Strain and Nancy A. Strain, who acknowledged the execution of the foregoing to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 29 day of November, 2004.

Nancy N. Strain
Notary Public - Signature
Nancy N. Strain
Notary Public - Printed Name
Resident of Hendricks County



My Commission Expires:
3/30/2012

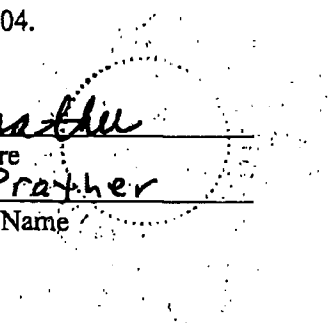
STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared Randall F. Strain and Nancy Strain, who acknowledged the execution of the foregoing to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 29 day of November, 2004.

My Commission Expires:
12-28-09
Resident of Shelby County

Melany K. Prather
Notary Public - Signature
Melany K. Prather
Notary Public - Printed Name



This instrument was prepared by Lee T. Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, IN 46122, Telephone: (317) 745-4300.