

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAURA VISTA**

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- 3. Definitions
- 4. Declaration
- 5. Additions to the Tract
- 6. Lake
- 7. The Common Area
- 8. The Drainage System
- 9. Entryways and Landscape Easements
- 10. Common Lighting
- 11. Common Irrigation
- 12. Street Trees and Street Signs
- 13. Laura Vista Homeowners' Association, Inc.
- 14. Assessments
- 15. Architectural Control
- 16. Common Area and Common Area Facilities
- 17. Use of Tract
- 18. Easements
- 19. Use of Lots During Development
- 20. Enforcement
- 21. Limitations on Rights of the Corporation
- 22. Approvals by Declarant
- 23. Mortgages
- 24. Amendments
- 25. Interpretation
- 26. Duration
- 27. Severability
- 28. Non-Liability of Declarant
- 29. Compliance with the Soil Erosion Plan
- 30. Construction Cleanup
- 31. The Section of Lot Property to Construction
- 32. Consent of Owner of Lot 55

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# Declaration of Covenants, Conditions And Restrictions of Laura Vista

This Declaration of Covenants, Conditions and Restrictions is made this 7<sup>th</sup> day of March, 2004, by Laura Vista, LLC ("Declarant")

## WITNESSTH:

### WHEREAS,

- A. Declarant owns, or has the right to acquire or develop the real estate located in Hamilton County, described in Exhibit "A" and depicted on Exhibit "B", upon which Declarant intends, but is not obligated, to develop a master planned residential community to be known as Laura Vista.
- B. Declarant intends, but is not obligated, to develop within Laura Vista, one (1) residential subdivision. The Declarant reserves the right to add additional property using the Laura Vista name.
- C. Declarant intends, but is not obligated, to construct certain improvements in Laura Vista which shall constitute the Common Area.
- D. Declarant desires to provide for the preservation and enhancement of property values, amenities and opportunities in Laura Vista and for the maintenance of the Tract and improvements thereon and to this end desires to subject the Tract together with such additions as may hereafter be made thereto (as provided in Paragraph 3) to covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in the Tract and future owners thereof.
- E. Declarant deems it desirable, for the efficient preservation of the values and amenities in Laura Vista, to create an entity to which may be delegated and assigned the powers of owning, leasing, maintaining, and administering the Common Area, administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the Owners of the Lots in Laura Vista. Declarant has incorporated or will incorporate under the laws of the State of Indiana a not-for-profit corporation know as Laura Vista Homeowners Association, Inc. for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in the Tract and such additions thereto as may hereafter be made pursuant to Paragraph 3 hereof, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, are subject to the following Restrictions, and amendments thereto, all of which are declared to be the furtherance of a plan for the improvement and sale of Lots in the Tract, and are

established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and each of the Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and its successors in title to the Tract or any part or parts thereof.

1. Definitions. The following terms, as used in the Declaration, unless the context requires otherwise, shall mean the following:

“Alternative Transportation Path” (“ATP”) means a dedicated hard-surfaced path that crosses the Tract on the north side of Cool Creek and is part of a proposed City of Carmel lineal park. The ATP is located within the Public Pedestrian Easement (“PPE”).

“Applicable Date” means the earlier of (i) the date when all Lots in the Development Area have been sold or (ii) such earlier date as determined by Declarant.

“Architectural Control Assessment” means the assessment levied by the Corporation pursuant to Paragraph 12(d).

“Architectural Review Board” means that entity established pursuant to Paragraph 13 of this Declaration for the purposes therein stated.

“Articles” means the Articles of Incorporation of the Corporation, as amended from time to time.

“Assessment” means all sums lawfully assessed against the Members of the Corporation or as declared by this Declaration, any Supplemental Declaration, the Articles or the ByLaws.

“Board of Directors” means the governing body of the Corporation elected by the Members in accordance with the ByLaws.

“ByLaws” means the Code of ByLaws of the Corporation, as amended from time to time.

“Common Area” means (i) the Lake, (ii) open space, (iii) the Drainage System, (iv) the Paths, (v) the utility service lines or facilities not maintained by a public utility company or governmental agency that are located on, over or below or through more than one Parcel, and (vi) any areas of land designated as Common Area (1) shown on any Plat, (2) described in a any recorded instrument prepared by Declarant or its agents, as a Common Area, or (3) conveyed to, acquired by, or leased by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots, or that are not specifically deeded or

dedicated to Member or other third party. The "ATP" is not a Common Area improvement. It is to be maintained by the City of Carmel.

"Common Area Access Easement" means the area designated on a Plat as means of access to a Common Area.

"Common Area Initial Assessment" means the one-time initial assessment as required by Paragraph 12 (k) to be used for Operating Expenses or future expenses.

"Common Facilities" means the Common Area Lighting and other personal property of the Corporation, either leased or owned, and shall include entryways, directional and roadway signs not maintained by the City of Carmel.

"Common Lighting" means the light standards, wiring, bulbs and other appurtenances, if any, installed to illuminate entryways, entry signage internal streets and/or the Common Area and not maintained by the City of Carmel.

"Corporation" means Laura Vista Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns, formed or to be formed by Declarant.

"Declarant" means Laura Vista, LLC, its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by deed from Declarant (unless the conveyance indicated an intent that the grantee assumes the rights and obligations of Declarant)..

"Detention Area" means an area located within Common Area A on the Plat which has been engineered to accommodate from time to time, storm water drainage and not used for recreation.

"Development Area" means the land described in Exhibit A together with any additional land added to the Tract pursuant to Paragraph 3 of this Declaration.

"Drainage Board" means the Carmel Board of Public Works and/or the Hamilton County Drainage Board, and any other governmental agencies specifically involved with the regulation of storm water drainage, its successors or assigns.

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet detention and/or detention ponds (including all Detention Areas), and the other structures, fixtures, properties, equipment and facilities located in the Tract and designed for the purpose of controlling, retaining, or expediting the drainage of surface and subsurface waters from, over and across the Tract, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

“Easement(s)” means those areas shown as easements on the Plat for the benefit and subject to the restrictions as set forth herein, in the Plat or under applicable law.

“Entryway Landscape Easement” (“LE”) means the area around the entryway to the tract as shown on the Plat.

“General Plan of Development” means that plan prepared by Declarant and approved, if necessary, by appropriate public agencies that outlines the total scheme of development and general uses of land in the Development, as such may be amended from time to time.

“Lake” means the lake(s) located in Laura Vista used for stormwater detention.

“Lake Access Easement” means the area designated on a Plat as a means of access to a Lake.

“Lot” means a platted lot as shown on a Plat.

“Lot Development Plan” means (i) site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Board may request with respect to improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure thereon.

“Maintenance Costs” means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation, or improvement of the facility.

“Member” means a member of the Corporation and “Members” means all members of the Corporation.

“Mortgagee” means the holder of a first mortgage on a Residence.

“Operating Expenses” means (i) maintenance costs of and in connection with the maintenance, repair or replacement of the Common Area and the performance of the responsibilities and duties of the Corporation, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot and trash removal service for all Lots, (ii) all judgments, liens and valid claims against the Corporation, (iii) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Area, (iv) all expenses incurred in the administration of the Corporation and (v) the Maintenance Costs.

“Owner” means a person, including Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

“Parcel” means the subdivision known as Laura Vista and all Common Area, as well as any additional platted subdivision within the Development Area that is declared by Declarant to constitute a “Parcel”.

“Part of the Development Area” means any part of the Development Area not included in the Tract.

“Path(s)” means the path(s) (not including the ATP) for walking, skating, roller blading, bicycling and non-motorized vehicles, but specifically excluding skate boards and to obtain access to the ATP.

“Person” means an individual, firm, corporation, partnership, association, limited liability company, trust or other legal entity, or combination thereof.

“Plat” means a final Secondary Plat of a portion of the Development Area executed by Declarant and recorded in the Office of the Recorder of Hamilton County, Indiana.

“Private Drive” means a concrete or asphalt street, lane, road, driveway or other right-of-way designed to provide access to Lot 55 that has not been accepted for maintenance by the public authority.

“Property Manager” means a professional person in the property management business hired by Declarant or Corporation to act out the direction of the Board of Directors of Corporation in the operation of the Corporation and management of the Common Area.

“Public Pedestrian Easement” (“PPE”) means the easement shown on the Plat for the benefit and use of the ATP.

“Reserve for Replacements” means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Common Area and the Common Facilities.

“Residence” means a structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single-family residential lot.

“Restrictions” means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration, all applicable Supplemental Declarations and the Register of Regulations, as the same from time to time may be amended.

“Register of Regulations” means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.

"Street Signs" means all signs installed along the streets in the Tract and maintained by a public authority, that may include without limitation, directional, informational, regulatory, warning and stop signs.

“Street Trees” means the trees planted by Declarant within the rights-of-way of public streets (including medians thereof) within and adjacent to Laura Vista, as the same may be replaced from time to time by the Corporation.

“Supplemental Declaration” - Means the Supplemental Declarations of Covenants and Restrictions for Laura Vista and other Supplemental Declaration of covenants, conditions, restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Parcel and contains such complimentary or supplementary provisions for such Parcel as are required or permitted by this Declaration.

“Tract” means the land described in Exhibit “A” and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

“Zoning Authority” with respect to any action means the Director of the Department of Planning, City of Carmel (“Director”) or, where the Director lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under the applicable law to hear appeals from, or review the action, or the failure to act, of the Director.

2. Declaration. Declarant hereby expressly declares that the Tract and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred, and occupied subject to Restrictions. The Owner of any Lot subject to these Restrictions, by (i) acceptance of the deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.
3. Additions to the Tract. Declarant shall have the right to bring within the scheme of this Declaration and add to the Tract real estate that is a Part of the Development Area or that is contiguous to the Development Area. In determining contiguity, public rights-of-way shall not be considered.

4. Lake.

(a) Development. Declarant intends, but is not obligated to develop the Lake. Declarant reserves the right, subsequent to commencement of development of the Lake, to determine the size and configuration thereof (which may vary from that depicted on the General Plan of Development attached as Exhibit "C" hereto. Declarant has created the various lakes as an integral part of the storm water system approved by the City of Carmel and Hamilton County. Consequently, the lake levels will fluctuate from time to time and the Declarant makes no representation about the water level of the Lake. The Declarant may construct a bridge over the lake emergency spillway for purposes of serving the multi-use path. The bridge shall be considered Common Area.

(b) Title and Maintenance. Declarant shall convey title to the Lake to the Corporation but no sooner than the date when all loans which are a lien on the property are retired. In the interim period the Corporation will lease the Lake from Declarant, along with other Common Area, for \$1.00 and other valuable consideration. The Corporation shall be responsible for maintaining the Lake and for all related taxes, insurance, and other operational expenses. The Maintenance Costs of the Lake shall be assessed as a General Assessment against all Lots subject to assessment. Such assessment may be in addition to any legal drain assessment.

(c) Use. No boats shall be permitted upon any part of any Lake except if, and to the extent authorized by the Board of Directors, and then subject to such rules and regulations as may be adopted by the Board of Directors. This, however, will not exclude a boat used by an approved vendor to accomplish maintenance or chemical treatment approved by the Board. No dock, pier, wall or other structure may be extended into a Lake without prior written consent of the Architectural Review Board and such governmental authority as may have jurisdiction thereof. No swimming or ice skating or other recreational activities on or in the Lake except fishing will be permitted to the extent authorized by the Board of Directors and the Declarant, as long as Declarant retains title to the Lake. Declarant shall have no liability to any person with respect to a Lake, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Lake or the proximity of a Lot thereto, including loss or damage from erosion.

5. The Common Area. Declarant shall convey title to the Common Area to the Corporation once the Declarant has retired all liens which are the result of land and development loans. Declarant may convey title to the Common Area at an earlier time as determined by Declarant. Once the Corporation has an interest conveyed by deed or leasehold interest, the Corporation shall be responsible for maintaining the Common Area and the Maintenance Cost thereof shall be assessed as a General Assessment against all Lots subject to assessment. The Corporation shall be responsible under either fee simple interest or a leasehold interest to pay for all taxes, insurance and other operational expenses related to the Common Area. Except for underground utility facilities, no permanent improvements shall be made to or installed on the Common Area other than lighting, seating, walkways, permanent directional or identification signage (e.g., private



property or classified forest), plant structures (e.g. flower boxes) and fountains or other non-recreational water features installed by the Declarant or Corporation. The use of the Common Area shall be subject to rules and regulations adopted by the Board of Directors which are not inconsistent with the provisions of the Declaration or any Supplemental Declaration(s).

6. Drainage System. The Drainage System has or will be constructed for the purpose of controlling drainage within and adjacent to the Development Area and maintaining the water level in the Lake. The Corporation shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots subject to assessment serviced by that part of the Drainage System with respect to which Maintenance Costs are incurred. Each Owner shall be individually liable for the cost of maintenance for any drainage system located entirely on the Owner's Lot which is devoted exclusively to drainage of the Owner's Lot and is not maintained by the Drainage Board.
7. Entryways and Landscape Easements.
  - (a) Entryways. The Corporation shall maintain the Entryways and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs, and other plantings located on an Entryway shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Laura Vista or a part thereof. All entrance signs and other improvements located in an Entryway shall be maintained at all times in good and sightly condition appropriate to a first class residential subdivision.
  - (b) Landscape Easements. Unless the Board of Directors determines that all or some of the Landscape Easements shall be maintained by the Corporation and the Maintenance Costs thereof assessed as a General Assessment, the Owner of each Lot upon which a Landscape Easement is located shall at his/her expense keep the grass, trees, shrubs and other plantings located in the Landscape Easement neatly cut, cultivated or trimmed as reasonably necessary to maintain the same at all times in good and sightly condition appropriate to a first-class custom residential development and, if such Owner fails to do so, the Corporation may undertake such maintenance and assess the Maintenance Costs thereof as a Special Assessment against such Lot.
8. Common Lighting. Declarant may, but is not obligated to, install Common Lighting in the Tract, including street lights, and may reserve easements for such purpose over and across Lots. If installed, the Corporation shall operate and maintain the Common Lighting, and the Maintenance Costs and all other fees associated with the lighting, including rental fees and utility bills, if any shall be assessed as a General Assessment against all Lots subject to assessment.

9. Common Irrigation. Declarant may, but is not obligated to, install common irrigation systems in the Tract and may reserve easements for such purpose over and across Lots. If installed, the Corporation shall operate and maintain the common irrigation systems, and the Maintenance Costs and all other fees associated with the irrigation shall be assessed as a General Assessment against all Lots subject to assessment.
10. Street Trees and Street Signs. The Corporation shall maintain the Street Trees located between the curb and sidewalk and in the Landscape Easement on both sides of Laura Drive, and all other landscaping and landscape elements, if any, (including replacement of such trees as appropriate), and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Street Signs are dedicated to the City of Carmel and shall be maintained by the City of Carmel.
11. Laura Vista Homeowners' Association, Inc.
- (a) Membership. Each Owner shall automatically be a Member of the Corporation and shall enjoy the privileges and be bound by the obligations contained in the Articles and ByLaws. If a person holding a security interest in a Lot, takes possession of or title to a Lot, that Person shall become an Owner and shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessment. Any renters of a home within the Tract shall not be Members, but shall be obligated to comply with these Declarations.
- (b) Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles and ByLaws, together with all other powers that belong to it by law.
- (c) Classes of Membership. There shall be two classes of membership.
- (i) Class A. Class A Members shall be all lot owners subject to this Declaration and the Articles and ByLaws of the Corporation. Class A Members are entitled to one (1) vote per Lot. When more than one Person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Two or more lots that have been replatted to create a single lot shall be treated as a single lot and have one (1) vote.
- (ii) Class B. The Class B Member(s) shall be the Declarant, who shall be entitled to one (1) vote for each Lot in Laura Vista until such time as the Declarant owns no Lots or decides to surrender its Membership and turn over complete control of the Association to the Class A members, whichever date is earlier.
- (d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and ByLaws.

- (e) Maintenance Standards. In each instance in which this Declaration imposes on the Corporation a maintenance obligation with respect to the Common Area or a part thereof, the Corporation shall maintain the Common Area or designated part thereof in good condition, order and repair substantially comparable to its condition when originally constructed, installed or planted and compatible in appearance and utility with a first-class custom residential subdivision. Grass, trees, shrubs and other plantings located on the Common Area for which the Corporation has maintenance responsibility shall be kept neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and slightly condition appropriate to a first-class residential subdivision. Notwithstanding the above, much of the Common Area will be maintained in a natural wooded state and will be maintained in a reasonable manner as with other naturally wooded areas. If any of the Common Area is subject to the Program defined in Paragraph 14(i) maintenance will be performed in accordance with the provisions of the Program.
- (f) Limitations on Action by the Corporation. Unless at least two thirds of the Mortgagees (based upon one vote for each first mortgage) or two thirds (2/3) of the Members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 14, by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area (but granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage insurance on insurable Common Area on a current replacement cost basis in the amount of one hundred percent (100%) of the insurable value (based upon current replacement cost); (iii) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of the Common Area; (iv) change the method of determining the obligations, assessments, dues, or other charges that that may be levied against the Owner of a Residence; (v) by act or omission, change, waive, or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and upkeep of the Common Area; or (vi) fail to maintain the Reserve for Replacements in an amount required by this Declaration or any Supplemental Declaration and as determined by the Corporation Board of Directors.
- (g) Mergers. Upon merger or consolidation of another corporation with the Corporation, its properties, rights, and obligations may, as provided in its Articles of Incorporation or, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights, and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Tract together with the covenants and restrictions established upon any other properties as one scheme. No merger or

consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Tract except as hereinafter provided.

12. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot by acceptance of the deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the following: (1) General Assessments, (2) the Common Area Initial Assessment, (3) Architectural Control Assessments (to be the extent levied) and (4) Special Assessments, such Assessments to be established and collected as hereinafter provided. If two (2) or more Lots originally shown on a Plat are consolidated as a single Lot by virtue of partial vacation of a Plat, or if a Lot is divided by conveyance or portions thereof to owners of adjacent Lots, then, in either such event, the vacated or divided Lot(s) shall cease to be Lots for purposes of Assessments under this Paragraph 12. All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment.

(i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Lots, for the improvement, maintenance, repair, replacement and operation of the Common Area and Common Facilities and to pay the Operating Expenses.

(ii) Basis for Assessment.

(1) Lots Generally. Each Lot owned by a Person other than the Declarant shall be assessed at uniform rate without regard to whether a Residence has been constructed upon the Lot.

(2) Lots Owned by Declarant. No Lot owned by Declarant shall be assessed by the Corporation.

(3) Lots Owned by Builder. The Builder will be subject to annual Assessment. The builder will be required to pay the annual Assessment until such time that a new owner takes ownership of the Lot and/or Residence. Upon the sale and closing of the subject Lot, the Purchaser shall be Assessed on a prorated basis.

- (4) Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors such change is approved by (i) two thirds of the vote of the Membership or (ii) two thirds of the Mortgagees (based upon one vote for each first mortgage owned) who are voting in person or by proxy at a meeting of such members duly called for this purpose.
- (iii) Method of Assessment. By vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each calendar year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration and all Supplemental Declarations upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid. However, in no event shall assessments be paid more frequently than monthly.
- (c) Common Area General Assessment. Except as otherwise provided in a Supplemental Declaration on the date a Lot is conveyed by Declarant to an Owner (other than the holder of a first mortgage on such Lot in conveyance which constitutes a deed in lieu of foreclosure) there shall be due and payable to the Corporation by the Owner of such Lot an initial assessment of Five Hundred Dollars (\$500.00) per year (or a greater amount, if the annual General Assessment has increased as provided herein) for the annual General Assessment payable on a prorated basis over the remaining calendar year.
- (d) Architectural Control Assessment. If any Owner fails to comply with the requirements, concerning construction of a Residence, a Supplemental Declaration related to the Parcel in which such Owner's Lot is located and/or the provisions of Paragraph 13 of this Declaration, then the Corporation may levy against the Lot owned by such Owner an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) One Hundred Dollars (\$100.00) for each day that such failure continues after written notice thereof is given by Declarant or the Corporation to such Owner or (ii) Ten Thousand Dollars (\$10,000.00). Such Assessment shall constitute a lien upon the Lot of such Owner and may be enforced in a manner provided in subparagraph (h) below. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to the Declarant and/or Corporation provided in this Declaration, at law or in equity in the case of failure of an Owner to comply with the provisions of this Declaration and all applicable Supplemental Declarations.
- (e) Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Corporation may levy in any fiscal year a Special Assessment applicable to the year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and

personal property relating thereto, provided that any such Assessment shall have the consent of a majority of all the Members whose Lots are subject to Assessment with respect to the capital improvement.

- (f) Date of Commencement of Assessments. The General Assessment shall commence with respect to assessable Lots within a Parcel on the date of closing and conveyance of the first Lot in the Parcel to an Owner who is not the Declarant under the conditions provided herein.
- (g) Effect of Nonpayment of Assessments: Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate equal to the lesser of the Prime Rate plus four percent (4%) as set forth in the Wall Street Journal or similar publication, if the Wall Street Journal ceases to exist or the current statutory maximum annual interest rate and be subject to an annual late fee, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorney's fees, property manager's fees, or other fees related to the collection of the debt. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or the Common Facilities or abandonment of the Owner's Lot.
- (h) Subordination of the Lien to Mortgages. The lien of the Assessments for herein against a Lot shall be subordinated to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.
- (i) Certificates. The Corporation shall, upon request by an Owner, at any time, furnish a certificate in writing signed by an Officer of, or the Property Manager for the Association, that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be. The Corporation may charge an administrative fee for the issuance of this certificate.
- (j) Annual Budget. By majority vote of the Board of Directors during its fall meeting, the Board will create and adopt an annual budget for the subsequent calendar year, which shall provide for the allocation of expenses in such a manner that the

obligations imposed by the Declaration and all Supplemental Declarations will be met. The annual budget will provide for a "reserve line" that will contribute to the Reserve Account.

- (k) Initial Assessment Account. In order to establish funds for Operating Expenses and for future expenses, each purchaser of a Lot shall at the time of closing pay a one-time Three Hundred Fifty Dollar (\$350.00) Common Area Initial Assessment fee which shall be deposited in an interest bearing account in the name of the Corporation. The Board of Directors shall be responsible to maintain the account by the allocation and payment to such account of an amount determined annually by the Board to be sufficient to meet the cost of projected repairs, replacement, and renewal of the Common Area and Common Facilities. In determining the amount, the Board shall take into consideration the expected useful life of the Common Area and the Common Facilities, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of Declarant or such consultants as the Board may employ. The account shall be deposited in a special account with a lending institution the accounts which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Prior to the Applicable Date, funds from the account may be withdrawn and applied at the discretion of the Declarant to meet the costs of maintenance, repairs, renewal or replacement of the Common Area and the Common Facilities.

### 13. Architectural Control.

- (a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or more Persons shall be appointed by the Declarant. After the Applicable Date, the Corporation Board shall appoint a Board consisting of at least three (3) Members to perform architectural reviews and approvals.
- (b) Purpose. The Architectural Review Board shall regulate the external design, appearance; use, location, and maintenance of the Tract and of the improvements thereon in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures, improvements, and the natural vegetation and topography and to assert the conditions of the zoning ordinance and other governmental approvals.
- (c) Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other modification that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to another Owner shall be made or done without the prior approval by the Architectural Review Board of a Lot Development Plan therefore. Prior to the commencement by any Owner other than Declarant or of (i) construction, erection, or alteration of any Residence, other building, fence, wall, swimming pool, tennis court, patio or other structure on a Lot or

(ii) any plantings or exterior lighting on a Lot, two (2) sets of a Lot Development Plan and other pertinent detail related to the proposed improvement, such as elevation, material, color(s) and samples as may be requested with respect thereto shall be submitted to the Architectural Review Board, and no Residence, other building, fence, wall, swimming pool, tennis courts, patio or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any other plantings made or exterior lighting installed, by any Person other than the Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration, plantings, or lighting. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits, and/or variances required by law from governmental authorities having jurisdiction over Laura Vista, and no Owner shall undertake any construction activity with Laura Vista unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this Subparagraph (c), "plantings" does not include flowers, bushes, shrubs, or other plants having a height of less than eighteen (18) inches.

- (d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing Lot Development Plan within thirty (30) days after notice of such plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant or, subsequent to the Applicable Date, the Board of Directors, approval will be deemed approved. However, the Owner shall be responsible for the Lot Development Plan complying with the Declaration and any Supplemental Declaration.
- (e) Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration, the Supplemental Declarations, any governmental approvals and conditions and/or any other recorded instrument regulating the use and development of the Tract.
- (f) Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to subparagraph (e) in fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for disapproval and may suggest modifications in such plan which would render the plan acceptable to the Board, if resubmitted.
- (g) Design Consultants. The Architectural Review Board may utilize the services of architects, engineers, and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or



impropriety shall be drawn or assumed by virtue of the fact that any of such consultants are affiliated with Declarant or a Designated Builder or may, from time to time, represent Persons filing Lot Development Plans with the Architectural Review Board.

- (h) Existing Violations of Declarations. The Architectural Review Board shall not be required to consider any Lot Development Plan submitted by an Owner who is, at the time of submission of such Lot Development Plan, in violation of the requirements of a Supplemental Declaration relating to the Parcel in which such Owner's Lot is located and/or the provisions of this Paragraph 13, unless such Owner submits to the Architectural Review Board with such Lot Development Plan an irrevocable agreement and undertaking (with such surety as the Board may reasonably require) to remove from the Owner's Lot any improvements, landscaping, or exterior lighting constructed and/or installed prior to the submission of a Lot Development Plan (or constructed and/or installed in violation of a previously approved Lot Development Plan) to the extent any such previously constructed and/or installed improvement, landscaping or exterior lighting is not subsequently approved by the Architectural Review Board. The Architectural Review Board shall have the power to recommend to the Board of Directors that the Corporation assess an Architectural Control Assessment against an Owner who fails to comply with the requirements of a Supplemental Declaration or Paragraph 13 of this Declaration. Under no circumstances shall any action or inaction of the Architectural Review Board be deemed to be unreasonable, arbitrary or capricious if, at the time of such decision, the Person having submitted a Lot Development Plan for approval by the Architectural Review Board has violated the provisions of a Supplemental Declaration or Paragraph 13 of this Declaration and such violation remains uncured.
- (i) Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Board, could only conclude that such determination constituted an abuse of discretion.
- (j) Liability of the Board. Neither the Architectural Review Board, nor any member thereof, nor any agent thereof, nor 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 Board does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the

design, the engineering, the method of construction involved, or the materials to be used.

- (k) Inspection. Members of the Architectural Review Board may inspect work being performed to assure compliance with these Restrictions and applicable regulations.
- (l) Improvements in Common Area or Right-of Ways. To assure architectural continuity, any improvements, including without limitation, landscaping, lighting and irrigation within the Common Area or right-of-ways will be reviewed and approved by the Laura Vista Architectural Review Board.

#### 14. Common Area and Common Facilities.

- (a) Ownership. The Common Area and the Common Facilities shall remain private, and neither Declarant's execution or recording of an instrument portraying the Common Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Common Area or the Common Facilities. Declarant or the Corporation may, however, dedicate or transfer all or any part of the Common Area or the Common Facilities to any public agency, authority or utility for use as roads, utilities, the ATP or other public purposes.
- (b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density of use of the Common Area or any facilities thereon.
- (c) Obligations of the Corporation. The Corporation, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including Common Facilities and other furnishings and equipment related thereto), and except as otherwise provided herein or in a Supplemental Declaration, shall keep the Common Area and Common Facilities in good, clean, attractive and sanitary condition, order and repair.
- (d) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Common Area except to the extent granted by, and subject to the terms and provisions of, this Declaration, any Supplemental Declaration or any recorded plats of the Tract. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. Unless otherwise provided in a Supplemental Declaration or a Plat, all Owners may use the Paths and the Common Area subject to the reserved rights of Declarant and the Corporation. The Owners of Lots may use the Lake only as provided by this Declaration and any Supplemental Declaration.

Lake shall be accessible to the residents of Laura Vista only where common area paths, trails or sidewalks provide access. No one shall be entitled to cross private property abutting a Lake in order to achieve access where no access easement exists.

- (e) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:
- (i) the right of the Corporation to establish reasonable rules for the use of the Common Area and to charge reasonable admission and other fees for the use of any recreational facilities located in or constituting a part of the Common Area except that no fee shall be charged to those specifically authorized to use such facilities by the Declaration or any Supplemental Declaration unless the Corporation is specifically authorized to do so by the Declaration or a Supplemental Declaration;
  - (ii) the right of the Corporation to suspend the right of an Owner and any Person claiming through the Owner to use the Paths, the Lake, or the Common Area for any period during which any Assessment against the Owner's Lot remains unpaid for more than thirty (30) days after notice;
  - (iii) the right of the Corporation to suspend the right of an Owner or any Person claiming through the Owner to use the Paths, the Lake, or the Common Area for any other infraction of this Declaration, any Supplemental Declaration or the Register of Regulations until the infraction is remedied;
  - (iv) the right of the Corporation to mortgage any or all of the Common Area, the facilities constructed thereon and the Common Facilities for the purposes of improvements, or repair of, the Common Area, the facilities constructed thereon or the Common Facilities, pursuant to approval of two-thirds (2/3) of all Members (excluding Declarant) or two-thirds (2/3) of all the Mortgagees, at a regular meeting of the Corporation or a meeting duly called for this purpose; and
  - (v) the right of the Corporation to dedicate or transfer all or any part of the Common Area and/or the Common Facilities to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Members or two-thirds of the Mortgagees (based on one vote for each first mortgage owned), agreeing to such dedication or transfer, has been recorded.
- (f) Additional Rights of Use. The members of the family and the guests of every Person who has a right of enjoyment to the Common Area and the Common Facilities may use the Common Area and the Common Facilities subject to such general regulations consistent with the provisions of this Declaration and all Supplemental Declarations as may be established from time to time by the Corporation and included within the Register of Regulations.
- (g) Damage or Destruction by Owner. In the event the Common Area or any Common Facility is damaged or destroyed by an Owner or any of his guests, tenants, licensees,

agents or member of his family, such Owner authorizes the Corporation to repair said damaged area; the Corporation shall repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. An amount equal to the costs incurred to affect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

(h) Conveyance of Title. Declarant may retain the legal title to the Common Area and the Common Facilities until the Applicable Date, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey the Lake, the Common Area and the Common Facilities to the Corporation, free and clear of all liens and other financial encumbrances exclusive of the lien for taxes not yet due and payable, not later than the Applicable Date. Until such time that the Declarant can and does convey title, the aforementioned properties shall be considered Common Area via a lease agreement between the Declarant and the Corporation.

(i) Forest Classification. Certain portions of the Common Area have been designated as "classified forest" in accordance with applicable Indiana laws, rules and regulations. Any of the Common Area enrolled in the Indiana Classified Forest Program ("Program") has certain requirements that must be followed to maintain the property in the Program. In addition, removal of property from the Program will result in the payment of back taxes and interest, which amounts could be substantial.

## 15. Use of Tract

### (a) Protective Covenants.

(i) Land Use. Lots may be used only for residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in Laura Vista than the number of the original Lots depicted on the Plats. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single-family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.

(ii) Nuisances. No nuisance shall be permitted to exist or operate upon any Lot so as to be detrimental to any other Lot in the vicinity thereof or its occupants.

- (iii) Other Restrictions. The Architectural Review Board may adopt general rules and regulations to implement the purposes set forth in Paragraph 13(b) and to supplement any covenants or restrictions set forth in a Supplemental Declaration, including but not limited to rules to regulate animals, antennas, signs, fences, walls and screens, mailboxes, storage tanks, awnings, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, play structures and planting, maintenance and removal of vegetation on the Tract. The Architectural Review Board may adopt general rules and regulations appropriate to each Parcel, which rules and regulations may vary among Parcels. Such general rules may be amended by two-thirds (2/3) votes of the Architectural Review Board. Subsequent to the Applicable Date, any such amendment may be made only after a public hearing for which due notice to all affected Owners has been provided, and if such amendments are approved by two-thirds (2/3) vote of the Board of Directors. All general rules and any subsequent amendments thereto shall be placed in the Register of Regulations and shall constitute Restrictions.
  - (iv) Exceptions. The Architectural Review Board may authorize exceptions to or variances from the general rules and regulations adopted pursuant to clause (iii) if the Architectural Review Board can show good cause and acts in accordance with adopted guidelines and procedures.
- (b) Maintenance of Tract. To the extent that exterior maintenance is not provided for in a Supplemental Declaration, each Owner shall keep all Lots owned by Owner, and all improvements thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management as determined by the Architectural Review Board. In the event an Owner of any Lot in the Tract shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Corporation after notice to the Owner as provided by the ByLaws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Special Assessment upon such Lot.

## 16. Easements.

- (a) Plat Easements. In addition to such easements as are created elsewhere in the Declaration or in Supplemental Declaration and as may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of Hamilton County, Indiana, Lots may be subject to drainage easements, sewer easements, utility easements, entry way easements, landscape easements, lake easements, Common Area access easements, pathway easements, tree preservation easements and non-

access easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, the Architectural Review Board, public utility companies and governmental agencies as follows:

- (i) Drainage Easements. Drainage Easements (“DE”) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Laura Vista and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across the Owner’s Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant and by the Architectural Review Board, but neither Declarant nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.
- (ii) Sewer Easements. Sewer Easements (“SE”) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Laura Vista for the purpose of installation and maintenance of sewers that are a part of said system.
- (iii) Utility Easements. Utility Easements (“UE”) are created for the use of Declarant, the Corporation and all public municipal utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, pipes, and wires, as well as for the uses specified in the case of the sewer easements.
- (iv) Drainage and Utility Easements and Drainage Utility and Sewer Easements. Drainage and Utility Easements and Drainage Utility and Sewer Easements (“D&SE” and “DU&SE”) are combination easements and created for the uses set forth above for DE, UE and SE.
- (v) Entryway Landscape Easements. Entryway Landscape Easements (“LE”) are created for the use by the Declarant and the Corporation for the installation of signs, street trees, grass (located in right-of-way and Common Area), shrubs, bushes, flowers, fences and irrigation systems as established and installed by the Declarant. LE and any items described above placed in the LE shall be maintained by the Corporation.
- (vi) Landscape Easements. Landscape Easements (“LE”) are created for the use by Declarant, the Architectural Review Board and the Corporation, and in special

instances for the benefit of the Corporation, for the planting and maintenance of trees, shrubs, and other plantings.

- (vii) Lake Access Easements. Lake Access Easements (“LAE”) are created for the use of the Declarant, the Corporation, the Drainage Board and the City of Carmel for the purpose of gaining access to the Lake in the course of maintenance, repair, or replacement of any thereof.
- (viii) Non-Access Easements. Non-Access Easements (“NAE”) are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements. All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, but a concrete driveway necessary to provide access to a Lot from a public street or Private Drive and a sidewalk installed by or at the direction of Declarant (and replacements thereof) shall not be deemed a “structure” for the purpose of this Restriction.
- (ix) Tree Preservation Easements. Declarant hereby, establishes, grants, reserves and creates a “Tree Preservation Easement” (hereinafter referred to as “TPE”) over those areas shown on the Laura Vista Secondary Plat as Common Area “A”, “B” and “C”. Except as provided herein, the TPE shall be restricted from further development and any other use other than natural fields, forest lands and landscaped areas as approved by the Laura Vista Architectural Review Board.  
  
Within the TPE the following activities shall be permitted by either approval of the Declarant or the Architectural Review Board:
  - (a) Passive recreational activities, including but not necessarily limited to construction of trails, paths and other walkways
  - (b) Construction and maintenance of any utility crossings required to service Laura Vista which would include but not necessarily be limited to sanitary sewer, water lines, storm sewers, storm water retention or detention facilities, telephone lines, electric power lines, gas lines, gas lines, cable television lines and other similar services.
  - (c) Proposed improvements shown on the Secondary Plat of Laura Vista, as approved by the City of Carmel and as recorded in the Office of the Recorder of Hamilton County

(d) Declarant and/or Corporation reserves the right to install erosion control structures or devices in the TPE and to enter onto the Easement to remove dead or diseased trees or to prevent imminent hazard of fire.

(e) Improvements required by governmental agencies and the maintenance of said improvements

(f) The Owner of Lot 55 may continue to use the existing access easement for said Lot until such time as it is abandoned or terminated

The following activities are specifically precluded within the TPE: construction of buildings or structures other than fencing; dumping or disposal of trash, garbage, lawn waste, or other refuse of any nature; cutting or clearing of timber or trees, intentional burning or filling, except as determined necessary by the Architectural Review Board to control or prevent imminent hazard, disease or fire (removal of dead trees as approved by the Architectural Review Board, is permitted); and construction of commercial advertising signage such as billboards (nothing shall preclude "No Trespassing" signs).

The Declarant and/or Corporation shall enforce the provisions of the TPE. Any resident, owner or builder that violates these provisions shall reimburse the Corporation reasonable attorney's fees and property management fees associated with resolving the matter, (ii) to repair any damage to the TPE, including the replacement of any destroyed or damaged trees or vegetation. Such amount shall be a lien on the violating Owner's Lot, which may be foreclosed by the Association in the same manner as delinquent Association assessments.

Notwithstanding anything herein to the contrary, the provisions of the TPE shall not be amended except by a vote of seventy-five percent (75%) of the Members.

Declarant has created an area titled "Block B" on the Secondary Plat of Laura Vista. This area is not intended to be a part of the Common Area. If this area is quit claimed to the owner of Lot 55, it shall be treated as a part of the owner's private property. In the event that the property is never transferred, it shall be treated as a part of the Laura Vista Common Area and be subject to the restrictions for the TPE. In the event of a transfer, the owner of Lot 55 may construct a private driveway (including grading and filling) to Laura Vista Drive and a fence and access control gate subject to Architectural Review Board approval prior to any construction.

(x) Public Pedestrian Easement. Public Pedestrian Easement ("PPE") is created for the use of the general public and City of Carmel for the ATP and will be maintained by the City of Carmel. Declarant and Corporation retain and reserve the right of access across the PPE to the property located north of the PPE owned by Declarant or Corporation.



- (b) General Easement. There is hereby created a blanket easement over, across, through and under the Tract for ingress, egress, installation, replacement, repair, maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service to install and maintain facilities and equipment on the Tract and to excavate for such purposes, if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in a Section or Parcel except as proposed and approved by Declarant, prior to the conveyance of the first Lot. Any utility furnishing a service covered by the general easement herein may request a specific easement by separate recordable document, and Declarant or the Corporation, whomever shall be legal owner at the time, shall have the right to grant such easement on the Tract without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Tract, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.
- (c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, trash removal, postal service and all similar Persons to enter upon the Common Area in the performance of their duties.
- (d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Tract and all Lots therein to the extent necessary to exercise its rights with respect to any legal drain constituting a part of the Drainage System.
- (e) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways, Paths, Lake Access Easements and Common Area Access Easements provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways, Paths, Lake Access Easements or Common Area Access Easements, and neither Declarant, nor any utility company using the easements, shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.
- (f) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Parcel, Declarant reserves a blanket easement and right on, over and under ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonable

necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice. Declarant may assign this right.

- (g) Water Retention. The owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention or retention) of storm water within the drainage easements (DE) on such Owner's Lot.
- (h) Encroachment Permit. Prior to construction of any improvements by a Lot Owner, excluding Declarant, upon an Easement, an encroachment permit from the City of Carmel must be obtained.

17. Use of Lots During Development.

- (a) By Declarant. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors, or any builder with the consent of Declarant, may maintain during the period of construction and sale of Lots and Residences on the Tract or the Development Area, upon such portion thereof as is owned or leased by Declarant or any builder, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sale offices.
  - (b) By Builders. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in Laura Vista may, with prior consent of the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Directors for such reasonable period as the Board of Directors may specify. With the approval of Declarant, Lots and/or land yet to be developed adjacent to or in proximity to such model home may be used for parking by visitors to such model home; however, the builder shall be responsible for maintenance and liability regarding use of the Lot.
18. Enforcement. The Corporation, any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplemental Declarations, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled

to recover all costs of enforcement, including attorney's fees, if it substantially prevails in such action.

19. Limitations on Rights of the Corporation. Prior to the Applicable Date, the Corporation may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Corporation or identify themselves as acting in the name, or on behalf, of the Corporation.

20. Approvals by Declarant. Notwithstanding any other provision hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant; the addition of real estate to the Tract; dedication or transfer of the Common Area; mergers and consolidations of Parcels within the Tract or of the Tract with other real estate; mortgaging of the Common Area; amendment of this Declaration and any Supplemental Declaration; and changes in the basis for assessment or the amount, use and time of payment of the Common Area Initial Assessment.

21. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Residence or the Mortgagee shall notify the Secretary of the Board of Directors, or the Private Property Manager, if one exists, of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary or Property Manager and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, any Supplemental Declaration, the Articles or ByLaws (the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the Secretary or Property Manager, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

(b) Notice to Mortgagees. The Corporation shall promptly provide to any Mortgagee of whom the Corporation has been provided notice under subparagraph (a) above notice to any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the Common Area;

(ii) Any delinquency in the payment of any Assessment owed by the Owner of any Residence on which said Mortgagee holds a mortgage or any default by an

Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days:

- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;
  - (iv) Any proposed action that requires the consent of a specified percentage of Mortgagee; and,
  - (v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the Common Area appertaining to any Residence or the liability for Maintenance Costs appertaining thereto (B) the vote appertaining to a Residence or (C) the purposes for which any Residence or the Common Area are restricted.
- (c) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed Mortgagee, or a proposed purchaser who has contractual right to purchase a Residence, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments against the Residence and the Owners, and any Mortgagee or grantee of the Residence shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement.
- (d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation.
- (e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Common Area or any part thereof, and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Area in case of lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

## 22. Amendments.

- (a) Generally. This Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of all Members of the Corporation at a meeting duly called for the purpose of amending this Declaration and, (ii) to the extent required by Paragraph 20, (ii) Declarant.
- (b) By Declarant. Declarant hereby reserves the right prior to the Applicable Date unilaterally to amend and revise the standards, covenants, and restrictions contained in this Declaration. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of Hamilton County, Indiana. No such amendment,

however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Residences at such time of such amendment. Declarant shall give notice in writing to such Owners and Mortgagees of any amendments. Except to the extent authorized in Paragraph 16(b), Declarant shall not have the right at any time by amendment of this Declaration to grant or establish easements through, across or over any Lot which Declarant has previously conveyed without the consent of the Owner of such Lot.

(c) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Hamilton County, Indiana.

23. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.
24. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, the Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2023, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those Persons who are then the Owners of the majority of the Lots in the Tract.
25. Severability. Every one of the Restrictions is hereby declared to be independent of, severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall have no effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.
26. Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence. An Owner, by acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations, or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or implied warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

27. Compliance with the Soil Erosion Control Plan.

(a) The Plan. Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Run-Off Associate with Construction Activity. In connection with any construction activity on a Lot by an Owner, its contractor or the subcontractors of either, Owner shall take or cause to be taken all erosion control measures contained in such plan, as the plan applies to "land disturbing activity" undertaken on a Lot and shall comply with the terms of Declarant's general permit under Rule 5 as well as all other applicable State, county, or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(b) Indemnity. The Owner of each Lot shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including Declarant's costs, expenses and attorney fees, which may arise out of or are connected with, any work done by such Owner, its contractor and their respective employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

28. Construction Cleanup. Each Owner and the Owner's builder shall assume total responsibility for: (a) proper management and disposal of trash, concrete "clean-out areas", palettes, wood, brick, stone, soil stockpiles and other materials generated during the construction process, including clean-up of Lots in proximity to the construction site that have been impacted by such debris, and (b) mowing and weed control of Owner's Lot, (c) regrading of adjacent Lots that were impacted by construction (e.g.- vendors making deliveries across adjacent Lots) and removal of mud from streets during the construction process.

29. Inspection of Lot Property prior to Construction. The purchaser of each Lot is entirely responsible for thoroughly researching the suitability of the subject Lot for its intended use. This shall include, but not necessarily be limited to inspection and analysis of soil and sub-soil conditions.

30. Lot 55. Notwithstanding anything else contained in this Declaration to the contrary, Lot 55 and Block B (unless not deeded to the owner of Lot 55) and the owners of Lot 55 and Block B (unless not owned by the owner of Lot 55) shall not be bound by the terms and conditions of this Declaration, the Articles or Bylaws of the Association nor have any rights or liabilities thereunder because Lot 55 and the improvements thereon were not owned by Declarant but made part of the Plat with the consent of the owners of Lot 55, and Block B shall be solely for the benefit of Lot 55 and will have separate declarations applicable thereto.



DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT AREA



# **Exhibit "A"**

## **Laura Vista**

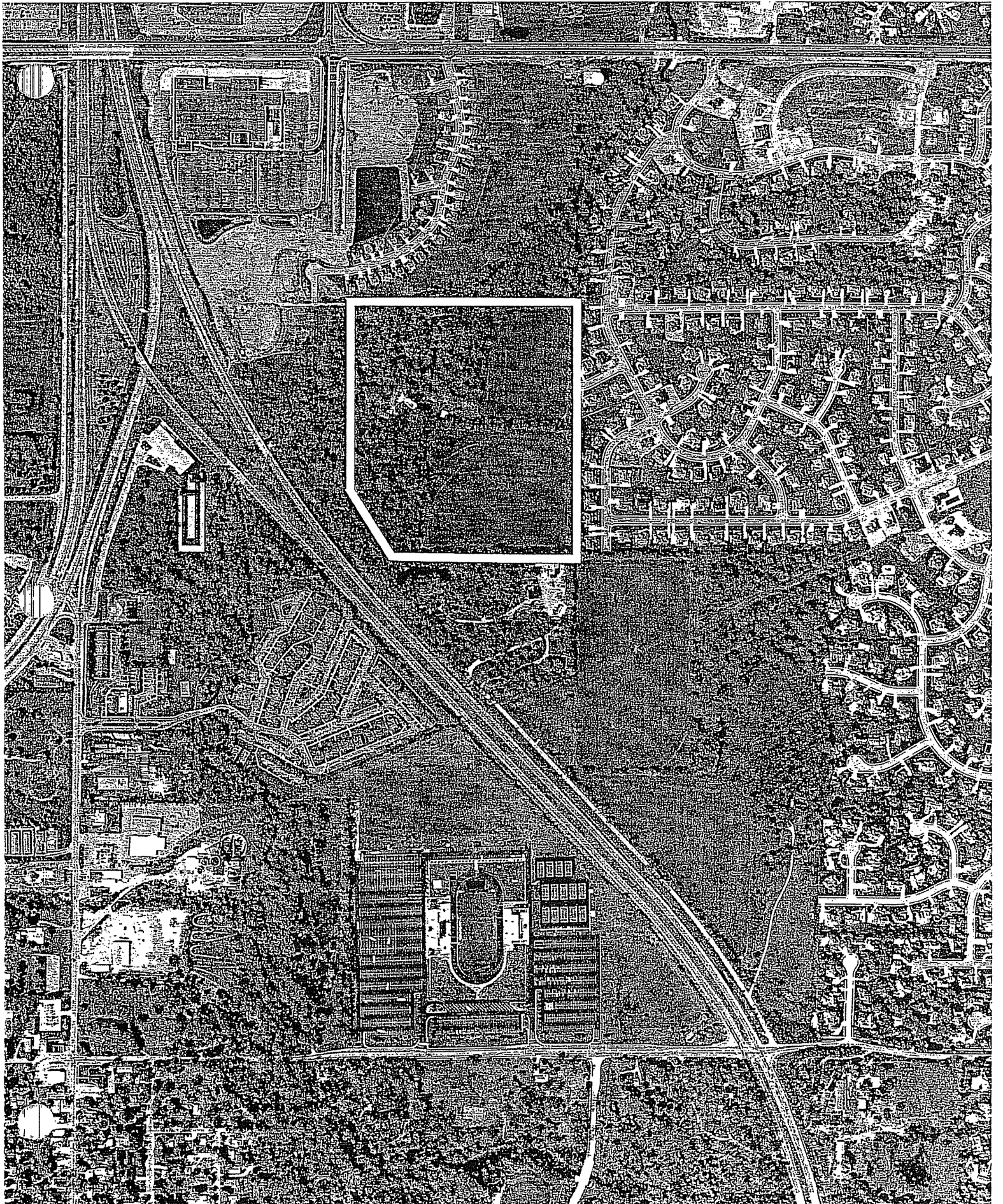
### **Legal Description**

**A part of the South Half of the Northwest Quarter of Section 19, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, described as follows:**

**Beginning at the Northeast corner of said South Half; thence South 00 degrees 02 minutes 11 seconds East along the East line of said Northwest Quarter (also being along the west lines of Foster Estates, Section 6-A, as recorded in Instrument Number 9609636312, Plat Cabinet 1, Slide 710, Foster Estates, Section 6-B, as recorded in Instrument Number 9809828186, Plat Cabinet 2, Slide 117 and Foster Estates, Section 8, as recorded in Instrument Number 9809864442, Plat Cabinet 2, Slide 190), all in the Office of the Recorder of Hamilton County, Indiana; a distance of 1328.25 feet to the Southeast corner of said Northwest Quarter; thence South 89 degrees 38 minutes 38 seconds West along the South line of said Northwest Quarter a distance of 1020.14 feet to the southeast corner of a tract of land as described in Instrument number 200000036993 in the said Recorder's Office; thence next 2 courses being along the east line of said tract of land: 1) thence North 24 degrees 39 minutes 39 seconds West a distance of 356.59 feet; 2) North 00 degrees 24 minutes 09 seconds East a distance of 1000.00 feet to the North line of said South Half; thence North 89 degrees 28 minutes 46 seconds East along said North line a distance of 1161.09 feet to the Point of Beginning containing 34.950 acres, more or less.**

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT B  
GRAPHIC OF THE TRACT



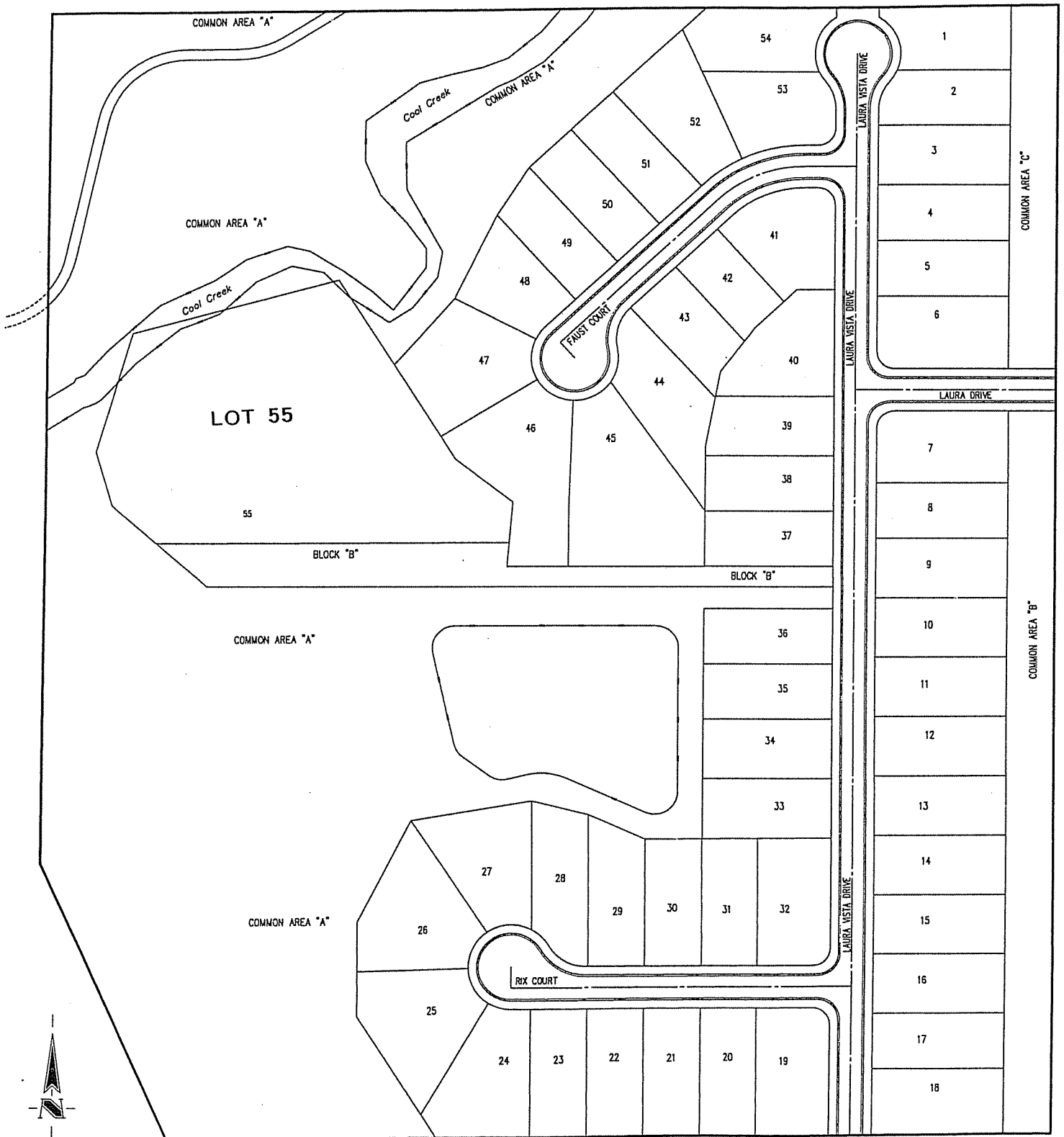
DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT C

GENERAL DEVELOPMENT PLAN  
FOR ALL OF LAURA VISTA

# EXHIBIT C

# LAURA VISTA



NOT TO SCALE

8400  
13  
100  
none

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS LAURA VISTA

**COPY**

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- Definitions
- Declaration and Commitments
- Land Use
- Construction of Residences
- Vegetation
- Entryways, Perimeter Landscaping and Common Area Maintenance
- Streets and Rights-of-Way
- Nuisances
- Garbage and Refuse Disposal
- General Community Rules
- Lawn Mowing and Fertilizing
- Enforcement
- Severability
- Non-Liability of Declarant
- General Provisions
- Term
- Consent of Owner of Lot 55

200400019255  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
03-26-2004 At 03:23 pm.  
DEC COV RES 34.00

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS LAURA VISTA

This Supplemental Declaration, dated 3rd of March, 2004, by Laura Vista, LLC.

WITNESS THAT:

WHEREAS, the following facts are true:

- A. Declarant is the owner of the fee simple title to the real estate located in Hamilton County, Indiana. More particularly described in Exhibit "A" attached hereto and incorporated herein by the reference.
- B. This Declaration is a Supplemental Declaration as that term is defined in the Declaration of Covenants, Conditions and Restrictions defined herein.
- C. Declarant intends to subdivide the Parcel into Lots upon each of which a Residence may be constructed.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration as follows:

1. Definitions. Words, phrases and terms that are defined in the Declaration shall have the same meaning in this Supplemental Declaration except as herein otherwise provided. The following words, phrases, and terms, as used in this Supplemental Declaration, unless the context clearly requires otherwise, mean the following:

"Laura Vista" means the name by which the Parcel shall be known.

"Commitments" means the commitments set forth on the Commitments Concerning the Use and Development of Real Estate dated June 16, 2002 and recorded on June 20, 2003, as Instrument Number 200300059242 in the office of the Recorder of Hamilton County, Indiana.

"Declaration of Covenants and Restrictions" means the Declaration of Covenants, Conditions and Restrictions of Laura Vista dated as of March 3, 2004 and recorded in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 200400019254, as amended from time to time.

"Lot" means a numerically designated subdivided parcel of land depicted on the Plat.

"Owner means any Person, including the Declarant, who at any time owns the fee simple title to a Lot.

“Parcel” means that part of the real estate described in Exhibit A which is at any time subject to the covenants, restrictions, easements, charges and liens imposed by the Declaration.

“Plat” means the secondary plat of a Parcel within the Parcel.

“Parcel” means that part of the Parcel which is depicted on a Plat.

“Tract” means the real estate, including all or any part of the Parcel, that is subject to the covenants, restrictions, easements, charges and liens imposed by the Declaration of Covenants and Restrictions.

2. Declaration and Commitments. Declarant hereby declares that, in addition to the covenants, restrictions, easements, charges and liens imposed by the Declaration and the Commitments, the Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.
3. Land Use. Lots may be used only for residential purposes as provided in the Declaration. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of houses in a Parcel than the number of original Lots shown on a Plat of such Parcel. All numbered Lots in this subdivision shall be designated as residential Lots. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling. All garages constructed shall be attached to the main structure. No hotel, boarding house, mercantile or factory building or building of any kind for commercial or industrial use shall be erected or maintained on any Lot within this addition.
4. Construction of Residences.
  - A. Lot Development Plans. Except to the extent such requirement is waived by Declarant, prior to commencement of any construction on a Lot, a Lot Development Plan and other pertinent details as may be requested such as elevation, floor plan, materials, colors and samples shall be submitted to the Architectural Review Board. Each Owner shall comply with the terms and provisions of Paragraph 16 of the Declaration and the requirements of the Architectural Review Board established pursuant to the authority granted in the Declaration.
  - B. Size of Residence. Except as otherwise provided herein, no Residence may be constructed on any Lot unless such Residence, exclusive of porches, garages and basements (either finished or unfinished), shall a minimum square footage of two thousand (2,000) square feet.
  - C. Architectural Review Board. No building, fence, walls or other structure including pools (aboveground pools are prohibited), ponds, spas, hot tubs and other similar structures, shall be erected, placed, or altered on any Lot in this development until the building plans, specifications and plot plan showing the location of such structures have been approved as to conformity and harmony of the external design with existing structures herein and as to the building with respect to topography and



finished ground elevations, by the Architectural Review Board as set forth in the Declaration. Permits required from governmental agencies shall be the responsibility of the Lot owner.

- D. Architectural Standards. The Architectural Review Board shall use Architectural Standards as set forth in the Commitments as the minimum standard for approval of new construction and remodeling related to exterior components only for the Parcel.
- E. Garages. All residences are required to have an attached garage which will accommodate at least two (2) automobiles.
- F. Temporary Structures. No trailer, barn, shack, tent, boat, basement, garage, or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

No detached garages, tool sheds or storage buildings may be erected on any Lot; although nothing shall prevent a builder from having a temporary structure and/or port-a-let during the construction period of a residential building on a Lot. Said temporary structure shall be promptly removed upon completion of the construction of the residential structure and site work.

- G. Building Location and Finished Floor Elevation. No building may be erected between the building line shown on a Plat and the front Lot line, and no structure or part thereof (exclusive of open areas or terraces), porches not more than one-story high, fireplace chimney and architectural features that project no more than 2 feet may be built or erected nearer than five (5) feet to any side Lot line, or nearer than twenty (20) feet to any rear Lot line; provided however, that if there is any conflict with the Plat, the Plat dimensions shall prevail. The aggregate side yard setback shall not be less than ten (10) feet, with no side yard being less than five (5) feet.

A minimum finished floor elevation, shown on the development plan for each Parcel, has been established for each Lot and no finished elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be prime requisite for alternative finished floor elevations.

No building or structure shall be located on any Lot nearer to the front building line or nearer to the side street lot line (applicable to corner lots) than the minimum building setback lines as shown on the Plat.

- H. Driveways. All driveways, aprons and sidewalks shall be concrete. No asphalt or other alternative driveway materials shall be permitted. Driveways shall be maintained in good condition and dust free. No additional parking is permitted on a Lot other than the existing driveway.

- I. Sidewalks. A concrete sidewalk no less than four (4) feet in width shall be required across that portion of a Lot which is considered the frontage. Installation and maintenance of said sidewalk shall be the responsibility of the individual lot owner. Sidewalks shall be completed within thirty (30) days of the house being occupied. Failure to complete in a timely manner shall be subject to notice to the Owner and appearance before the Architectural Review Board. Failure to comply will permit the Declarant or Corporation to install the sidewalk, as required, and to place a lien on the property. Repair of damage to a sidewalk prior to acceptance by the City of Carmel, shall be the sole responsibility of the Owner.
- J. Yard Lights. If street lights are not installed in the Parcel, then each Owner or the Owner's builder shall install and maintain a dusk to dawn light in the front yard of the Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb of a wattage approved by the Architectural Review Board to insure uniform illumination on each Lot and shall be equipped with a photo electric cell to insure automatic illumination from dusk-to-dawn each day. Once the light has been installed, the Owner of the Lot is responsible for maintenance.
- K. Storage Tanks. No gas or oil storage tanks shall be buried or located on a Lot.
- L. Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. All landscaping specified on the landscaping plan approved by the Architectural Review Board shall be installed on the Lot strictly in accordance with such approved plan within thirty (30) days following completion of the Residence if such completion occurs between April 1 and October 15; otherwise prior to May 1. Unless a delay is caused by strikes, war, court injunction or Acts of God, construction of a Residence on a Lot shall be completed within one (1) year after the date of commencement of the building process unless otherwise approved by Declarant.

The front yard of each Lot (for corner Lots the two yards having frontage on the streets) shall be seeded or sodded and at least two trees placed within the front yard area except for corner Lots which shall have one (1) tree per frontage. All remaining yard areas are to be landscaped or seeded or sodded. If yards that are not seeded or sodded within one (1) year after completion of construction of the home on the Lot, the Declarant or Corporation may seed or sod the yard and charge the Lot Owner a special assessment for the cost of seeding or sodding, which shall be due as set forth in the notice to the Owner. The special assessment shall become a lien against the Lot if not paid when due. The Architectural Review Board will review the size of the proposed size of the plantings to make sure they meet the minimum standard and are of an appropriate species.

- M. Easements. No permanent structures shall be erected or maintained on the easements without authorization from the applicable governmental agency and

utilities. The Owners of such Lots in this development shall take their title subject to the rights of the public utilities and Owners of said Lots in the subdivision to said easements herein granted for egress and ingress in, along, and through the strips reserved.

- N. Mailboxes. All mailboxes installed upon Lots shall be of uniform type, color and manufacture approved by the Architectural Review Board. Once the mailbox and post have been installed, the Owner of the Lot is responsible for maintenance. For corner Lots, mailboxes will be located on the street from which the official address is derived. Newspaper boxes are provided in the design of the standard mailbox.
- O. Septic Systems. No septic tank, absorption field or other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by a governmental agency or public utility) shall be installed or maintained on any Lot.
- P. Water Systems. No private or semi-private water supply system may be located upon any Lot. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot as long as the well does not adversely affect the normal pool level of any lake located within Laura Vista. Lot owners may not use the lakes or ponds as a water source.
- Q. Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board or other governmental jurisdiction having authority, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established by the County Drainage Board. In such event, each Lot in the Parcel will be subject to assessment by the County Drainage Board for the costs of maintenance of the portion of the Drainage System and/or the retention/detention lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacement thereof.

The storm water detention and retention facilities designated as common area shall be maintained by the Corporation and may be subject to legal drain assessment where such facility is a part of the legal drain system. Owners with Lots that abut water features and drainage ways that are not designated as Common Area, shall be responsible for the proper maintenance of those areas, including but not limited to mowing, fertilizing, pruning, weeding, or weed control. Owners of Lots abutting water features and/or drainage ways, or having same located on their Lots, shall

abide by the original engineered plans approved by the appropriate governmental jurisdiction(s). The Owner(s) shall not do anything that could be construed to alter those plans without the strict approval of those approving agencies.

- R. Accessory Building(s). Swimming pools and exterior spas are permitted only with the prior written approval of the Architectural Review Board. No accessory structure such as storage sheds, or carports are permitted. The restrictions in this paragraph shall not apply to the existing structures and pool on Lot 55.
- S. Basketball Goals. Basketball goals are permitted, however, construction should be compatible with the quality of the neighborhood. The Lot Owner is responsible to maintain the basketball goal in good condition at all times. No portable basketball goals are permitted to use public right-of-way as playing surface.
- T. Play Structures. No tree houses are permitted. No exterior play structures are permitted. This includes but is not limited to slides, climbing structures, playhouses, swing sets, and tents of either permanent or temporary nature. No trampolines are permitted. No other recreational equipment shall be permitted outside of the primary residence.
- U. Signs. Except for such signs as Declarant may in its absolute discretion display in connection with the development of Laura Vista or the Parcel and sale of Lots therein, such signs as may be located on the Common Area and such signs as may, with the consent of the Declarant, be displayed by a Builder or Realtor to advertise property during construction and sale of the Residences and the maintenance of model homes, no sign of any kind shall be displayed to the public view on any Lot except that one sign in compliance with the Carmel sign ordinance (currently two (2) feet by two (2) feet) may be displayed at any one time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of the subdivision as long as the signs are in compliance with applicable laws. Lot identification signs may be installed by Declarant. All Residences shall use the standard address sign established by Declarant. The standard sign will be maintained by the Owner of the Residence substantially in its original condition, including color, shape and lettering.

The Corporation may display signage to announce Board meetings and Corporation events. Once those events are completed the signage is to be removed the day following the event. An approved location for these signs will be established by the Architectural Review Board.

V. Fencing. In general, fencing of private property is discouraged. In no event may a fence be erected or maintained on any Lot without the prior written approval of the Architectural Review Board. The Architectural Review Board may establish design standards for fencing private property in Laura Vista, as well as maintenance standards.

If a resident desires to request approval for installation of a fence, a site plan showing the exact location of the fence and elevation of the fence will be submitted to the Architectural Review Board. Additionally, the Owner will sign an Architectural Review form that indicates that the Owner is responsible to make certain the fence is installed on the Owner's Lot per the plans submitted and that the Owner will be responsible to correct the placement of the fence should it be required by the Architectural Review Board. The Architectural Review Board shall be provided a sample of the material, including color and finish. No fences may be constructed by a Lot Owner, excluding Declarant, in any easement without an encroachment permit from the City of Carmel. No fence exceeding 6 feet in height shall be permitted. No chain link fence shall be permitted. No fencing, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street grade shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines, or in the case of the street line with the edge of a driveway pavement or alley line. No tree is permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No fences shall be installed or removed in any Common Area, detention or retention areas other than those placed or removed by the Declarant or Corporation.

- W. Vehicles. No camper, trailer, recreational vehicle (RV), mobile home, boat, truck or school bus may be parked on the Parcel unless such vehicle is kept in the garage, except for personal automobiles, vans, and pick-ups. Equipment associated with standard residential remodeling and construction shall be permitted when associated with the construction or remodeling of the Residence. No recreational vehicle, motor home, truck which exceeds  $\frac{3}{4}$  ton in weight, boat or disabled vehicle may be parked or stored overnight or longer on any Lot in open public view. Nothing shall preclude the Resident Owner from having the RV on site for a period not to exceed two consecutive nights for purposes of preparing for a trip or unloading upon the return from a trip. No mini-bikes, go-carts, off-road cars and trucks, snowmobiles, motorcycles or other similar gas-powered recreational vehicles shall be operated on the Lots or within the Tract except that Declarant and the Corporation may use such vehicles for marketing and maintaining the Lots and Common Area. No skate boards shall be used on the Lots or the Tract.
- X. Livestock and Poultry. 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 purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners are responsible to remove any defecate left by their pet on another person's property. Dogs must be on a leash when walking. Owners of dogs shall control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

- Y. Outside Burning. No trash, leaves or other materials shall be burned upon a Lot. This shall not apply to fireplaces or portable commercial fireplace-type equipment designed for patios.
  - Z. Antennas and Receivers. No satellite receiver, down-link or antenna (including HAM operator's antennas) which is visible from a public right-of-way or from any other Lot, and no satellite dish greater than twenty-four (24) inches in diameter shall be permitted on any Lot without prior written permission of the Architectural Review Board. Unless consent thereto is granted by the majority of Owners within the applicable village or Parcel, the Architectural Review Board shall not give it consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give it consent to the installation of any exterior antenna, unless all Owners of the Lots within 200 feet of the Lot in all directions of the Lot upon which the antenna would be erected, consent in writing to the installation thereof.
  - AA. Exterior Lights. No exterior lights shall be reflected or maintained between the building line and the rear lot line so as to shine or reflect directly upon another Lot. Exterior holiday lights are permitted during the month of December but must meet the above criteria. Lights are to be removed within a reasonable period following the holiday.
  - BB. Electric Bug Killers. Electric bug killer, "zappers" and other similar devices, which generate noise shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.
  - CC. Air Conditioners. No room air conditioning unit shall be installed so as to protrude from any structure located on a Lot (including but not limited to the window of any Residence or garage) if the same would be visible from the public way, a Common Area, or any other Lot; provided, however, that this Restriction shall not apply to central air conditioning units.
  - DD. Vacant Lots. No one shall be permitted to use or enter upon a Lot they do not own without the written consent of the Declarant.
5. Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on the Owner's Lot, and shall keep the Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Declarant (during the development process) and later the Corporation, after the applicable date, shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Declarant or Corporation shall have a lien against the Lot for the expense thereof.

No Owner shall remove or substantially alter a Street Tree without the prior written approval of the Architectural Review Committee.

6. Entryways, Perimeter Landscaping and Common Area Maintenance. Entryways to the Parcel, perimeter landscaping and Common Areas, designated on the Secondary Plats of Parcel shall be established by the Declarant and maintained by the Corporation.
7. Streets and Rights-of-Way. The streets, together with all existing and future planting trees and shrubbery thereon, as shown on the plat recorded as Instrument # 200400014732 P.C. No. 3, Slide 866, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns, the reversion or reversions thereon, whenever discontinued by law. Maintenance of common areas within the right-of-way, if any, shall be the responsibility of the Corporation. Homeowners may not cut, trim, alter or remove any Street Trees without the prior written consent of the Architectural Review Board.
8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.
9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. An Owner may be cited either by the Declarant, or the Corporation, when authorized by the Declarant, or their assigns, to clean up Owner's Lot. The Owner shall be given a written notice allowing sufficient time to remedy the situation. Failure to clean up the Lot will be cause for the Declarant, or the Corporation, when authorized by Declarant, to have the Lot cleaned and place a lien on the Lot for the cost of the clean-up action. Costs may include actual cleaning cost and administrative fees. All equipment for the storage and disposal of solid waste materials shall be kept clean and sanitary.

The Corporation dues shall include the fees for a trash vendor in the event that the governmental jurisdiction does not have a trash pick-up vendor to service the Parcel. All owners within the Parcel shall be bound to use the designated trash service. The Corporation, for just cause, may change vendors.

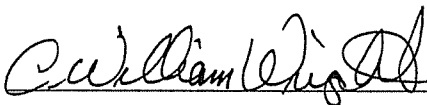
10. General Community Rules. Each Lot shall be subject to the guidelines, rules, regulations and procedures adopted by the Architectural Review Board pursuant to paragraph (18) (a) (iii) of the Declaration, and each Owner of a Lot shall at all times comply therewith.
11. Enforcement. The right to enforce each of the foregoing Restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to Declarant, the Corporation, the Architectural Review Board, the Owners of the Lots in the Parcel, their heirs and assigns, who are entitled to such relief without being required to show any damages of any kind. Under no circumstances shall Declarant, the Corporation or the Architectural Review Board be liable for damages of any kind to any Person for failure to abide by, enforce or carry out any provision or provisions of this Declaration. There shall be no rights of reversion or forfeiture of title resulting from any violations.

The Declarant shall not be liable for damages of any kind to any person as a result of a property owner violating one or more of the covenants or restriction.

12. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.
13. Non-Liability of Declarant. Declarant shall have no duties, obligations, or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.
14. General Provisions. This Supplemental Declaration may be amended in accordance with the provisions for amending the Declaration except that the approval of Members or Mortgagees shall only require two-third (2/3) of the Owners or Mortgagees of all the Lots in the Parcel.
15. Term. Except as amended from time to time, the forgoing restrictions will be in full force and effect until December 31, 2023, at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners of the Lots in the Parcel it is agreed that these Restrictions shall terminate in whole or part.
16. Lot 55. Notwithstanding anything else contained in this Supplemental Declaration to the contrary, Lot 55 and Block B (unless not deeded to the owners of Lot 55) and the owners of Lot 55 and Block B (unless not owned by the owner of Lot 55) shall not be bound by the terms and conditions of this Declaration, the Articles or Bylaws of the Corporation nor have any rights or liabilities thereunder because Lot 55 and the improvements thereon were not owned by Declarant but made part of the Plat with the consent of the owners of Lot 55, and Block B shall be solely for the benefit of Lot 55 and will have separate declarations applicable thereto.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

LAURA VISTA, LLC

By: 

Printed: C. WILLIAM WRIGHT

Title: Manager

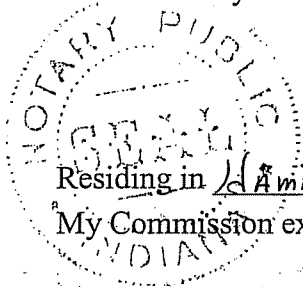


STATE OF INDIANA }  
 }SS:  
COUNTY OF HAMILTON }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. William Wright, the Manager of LAURA VISTA, LLC, who acknowledged the execution of the above and forgoing Supplemental Declaration of Covenants, Conditions and Restrictions Laura Vista for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 3rd day of March, 2004.

Signature: Rosalyn Wade  
Printed: Rosalyn Wade  
Notary Public



Residing in Hamilton County  
My Commission expires: May 25, 2008

This document prepared by Steven C. Robinson, Robinson Wolenty & Young, LLP, 8888 Keystone Crossing, Suite 710, Indianapolis, Indiana 46240.

# Exhibit "A"

## Laura Vista

### Legal Description

A part of the South Half of the Northwest Quarter of Section 19, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of said South Half; thence South 00 degrees 02 minutes 11 seconds East along the East line of said Northwest Quarter (also being along the west lines of Foster Estates, Section 6-A, as recorded in Instrument Number 9609636312, Plat Cabinet 1, Slide 710, Foster Estates, Section 6-B, as recorded in Instrument Number 9809828186, Plat Cabinet 2, Slide 117 and Foster Estates, Section 8, as recorded in Instrument Number 9809864442, Plat Cabinet 2, Slide 190), all in the Office of the Recorder of Hamilton County, Indiana; a distance of 1328.25 feet to the Southeast corner of said Northwest Quarter; thence South 89 degrees 38 minutes 38 seconds West along the South line of said Northwest Quarter a distance of 1020.14 feet to the southeast corner of a tract of land as described in Instrument number 200000036993 in the said Recorder's Office; thence next 2 courses being along the east line of said tract of land: 1) thence North 24 degrees 39 minutes 39 seconds West a distance of 356.59 feet; 2) North 00 degrees 24 minutes 09 seconds East a distance of 1000.00 feet to the North line of said South Half; thence North 89 degrees 28 minutes 46 seconds East along said North line a distance of 1161.09 feet to the Point of Beginning containing 34.950 acres, more or less.

DECLARATION OF  
COVENANTS AND RESTRICTIONS  
BLOCK B IN LAURA VISTA

8500  
COPY  
This Declaration, dated 16<sup>th</sup> of February, 2004, by Laura Vista, LLC  
("Declarant") and Royal R. Fleming II and Linda L. Fleming ("Fleming").

WITNESS THAT:

200400019258  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
03-26-2004 At 03:23 pm.  
DEC COV RES 25.00

WHEREAS, the following facts are true:

- A. Declarant is the owner of the fee simple title to the real estate located in Hamilton County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by the reference ("Laura Vista"); and Fleming is the owner of the fee simple title to the real estate located in Hamilton County, Indiana, more particularly described in Exhibit "B" attached hereto and incorporated herein by the reference ("Block B").
- B. Declarant transferred title to Block B pursuant to an agreement of the parties that certain restrictions would be placed on Block B in accordance with this Declaration for the benefit of Declarant and the Homeowners Association of Laura Vista ("Corporation").

NOW , THEREFORE, Declarant and Fleming hereby makes this Declaration as follows:

1. Declaration and Commitments. Declarant and Fleming hereby declare that Block B shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.
2. Land Use. Block B may be used only for a private residential driveway and an access control gate and electrical service associated therewith and utilities needed for the benefit of Lot 55. No other improvements or structures shall be erected, altered, placed, or permitted to remain on Block B, including without limitation, houses, barns, storage units, tool sheds, garages, carports, gas tanks, oil tanks, play structures, tree houses, ponds, lakes, pools or saunas. Block B shall be used and maintained in accordance with all applicable laws, rules and regulations. The grading of Block B shall only be altered to construct the driveway and any change in grading shall not adversely affect the property adjacent to Block B.
3. Driveway. The driveway and driveway apron shall be concrete or asphalt. The driveway shall be maintained in good condition and dust free. No additional parking is permitted on Block B other than the existing driveway.
4. Landscaping and Maintenance. Block B shall be landscaped as a green space and wooded natural area without the growth of weeds and volunteer trees and bushes, and shall be kept reasonably clear from such unsightly growth at all times. Fleming shall

mow the grass areas on a regular basis and keep the property in good appearance.

5. Septic Systems. No septic tank, absorption field or other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by a governmental agency or public utility) shall be installed or maintained on Block B.
6. Water Systems. No private or semi-private water supply system may be located upon Block B. Notwithstanding the foregoing Fleming may establish, maintain and use an irrigation water well on Block B as long as the well does not adversely affect the normal pool level of any lake located within Laura Vista.
7. Fencing. Fencing shall be either (1) a wrought iron style fence constructed of wrought iron or a metallic alloy or (2) a black or very dark brown "Kentucky style wooden horse fence" not to exceed five (5) feet in height. In no event may a fence or access gate be erected or maintained on Block B without the prior approval of the Architectural Review Board of Laura Vista as established by Declaration of Covenants, Conditions and Restrictions of Laura Vista as amended, recorded as Instrument No. 200400619254, in the Office of the Recorder of Hamilton County, Indiana. All fences are to be kept in good repair. No fence shall be allowed which is higher than six (6) feet. A site plan showing the exact location of the fence and an elevation of the fence will be submitted to the Architectural Review Board. Additionally, Fleming will sign an Architectural Review form that indicates that Fleming is responsible to make certain the fence is installed on Block B per the plans submitted and that Fleming will be responsible to correct the placement of the fence should it be required by the Architectural Review Board. The Architectural Review Board shall be provided a sample of the material and color of the finish.
8. Vehicles. No camper, trailer, recreational vehicle (RV), mobile home, boat, truck or school bus may be parked on Block B. No recreational vehicle, motor home, truck which exceeds ¾ ton in weight, boat or disabled vehicle may be parked or stored overnight or longer on Block B in open public view. Nothing shall preclude Fleming from having the RV on site for a period not to exceed two consecutive nights for purposes of preparing for a trip or unloading upon the return from a trip. No off-road cars, trucks, snowmobiles, motorcycles or similar gas-powered recreational vehicles shall be operated on Block B other than to gain access to Lot 55 using the private driveway. Use of a go-cart or other small gasoline powered recreational vehicle shall be prohibited on the eastern 510 feet of Block B.
9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on Block B, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Pets shall be confined such that they will not be a nuisance.
10. Outside Burning. No trash, leaves or other materials shall be burned upon Block B.
11. Antennas and Receivers. No satellite receiver, down-link or antenna which is visible from a public right-of-way or from any lot in Laura Vista, and no satellite dish greater

than twenty-four (24) inches in diameter shall be permitted on Block B without prior written permission of the Architectural Review Board.

12. Nuisances. No noxious or offensive activity shall be carried on upon Block B nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Laura Vista. Barking dogs shall constitute a nuisance.
13. Garbage and Refuse Disposal. Block B shall not be used or maintained as a dumping ground for trash. Fleming may be cited either by the Declarant, or the Corporation, when authorized by the Declarant, or their assigns, to clean up Block B. Fleming shall be given a written notice allowing sufficient time to remedy the situation. Failure to clean up Block B will be cause for the Declarant, or the Corporation, when authorized by Declarant, to have the Lot cleaned and place a lien on Block B for the cost of the clean-up action. Costs may include actual cleaning cost and administrative fees. All equipment for the storage and disposal of solid waste materials shall be kept clean and sanitary.
14. Enforcement. The right to enforce each of the foregoing Restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to Declarant, the Corporation, the Architectural Review Board, their successors and assigns, who are entitled to such relief without being required to show any damages of any kind and who shall be entitled to recover their costs, expenses and attorneys fees in enforcing this Declaration. Under no circumstances shall Declarant, the Corporation or the Architectural Review Board be liable for damages of any kind to any person for failure to abide by, enforce or carry out any provision or provisions of this Declaration. There shall be no rights of reversion or forfeiture of title resulting from any violations.  
  
The Declarant shall not be liable for damages of any kind to any person as a result of a property owner violating one or more of the covenants or restriction.
15. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.
16. Non-Liability of Declarant. Declarant shall have no duties, obligations, or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.
17. General Provisions. This Declaration may be amended only with the consent of Fleming and Declarant or Corporation when Declarant no longer owns any property in Laura Vista.
18. Term. Except as amended from time to time, the forgoing restrictions will be in full force and effect until December 31, 2023, at which time they will be automatically extended for successive periods of ten (10) years, unless by approval of the then owner of Block B and Corporation is agreed that these Restrictions shall terminate in whole or part.





EXHIBIT "A"  
DESCRIPTION OF LAURA VISTA



# Exhibit "A"

## Laura Vista

### Legal Description

A part of the South Half of the Northwest Quarter of Section 19, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of said South Half; thence South 00 degrees 02 minutes 11 seconds East along the East line of said Northwest Quarter (also being along the west lines of Foster Estates, Section 6-A, as recorded in Instrument Number 9609636312, Plat Cabinet 1, Slide 710, Foster Estates, Section 6-B, as recorded in Instrument Number 9809828186, Plat Cabinet 2, Slide 117 and Foster Estates, Section 8, as recorded in Instrument Number 9809864442, Plat Cabinet 2, Slide 190), all in the Office of the Recorder of Hamilton County, Indiana; a distance of 1328.25 feet to the Southeast corner of said Northwest Quarter; thence South 89 degrees 38 minutes 38 seconds West along the South line of said Northwest Quarter a distance of 1020.14 feet to the southeast corner of a tract of land as described in Instrument number 200000036993 in the said Recorder's Office; thence next 2 courses being along the east line of said tract of land: 1) thence North 24 degrees 39 minutes 39 seconds West a distance of 356.59 feet; 2) North 00 degrees 24 minutes 09 seconds East a distance of 1000.00 feet to the North line of said South Half; thence North 89 degrees 28 minutes 46 seconds East along said North line a distance of 1161.09 feet to the Point of Beginning containing 34.950 acres, more or less.

EXHIBIT "B"  
DESCRIPTION OF BLOCK B



THE SCHNEIDER CORPORATION  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, IN 46216-1037  
Telephone: 317.826.7100  
Fax: 317.826.7200  
www.schneidercorp.com

Architecture  
Civil Engineering  
Environmental Engineering  
Geotechnical Services  
GIS \* LIS  
Home Builder Services  
Interior Design  
Land Surveying  
Landscape Architecture  
Transportation Engineering

## EXHIBIT B

### LAND DESCRIPTION BLOCK "B"

Part of the South Half of the Northwest Quarter of Section 19, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the northeast corner of the South Half of said Northwest Quarter; thence South 89 degrees 28 minutes 46 seconds West along the North line of said Northwest Quarter a distance of 55.00 feet; thence South 00 degrees 02 minutes 11 seconds East, parallel with the east line of said Northwest Quarter, a distance of 626.21 feet; thence South 89 degrees 57 minutes 49 seconds West a distance of 200.00 feet; thence South 00 degrees 02 minutes 11 seconds East, parallel with said east line, a distance of 33.06 feet to the Point of Beginning; thence continuing South 00 degrees 02 minutes 11 seconds East, parallel with said east line, a distance of 24.00 feet; thence South 89 degrees 57 minutes 49 seconds West a distance of 510.19 feet; thence North 89 degrees 52 minutes 58 seconds West a distance of 212.64 feet; thence North 49 degrees 23 minutes 14 seconds West a distance of 77.25 feet; thence North 89 degrees 47 minutes 46 seconds East a distance of 406.76 feet; thence South 04 degrees 45 minutes 46 seconds West a distance of 28.18 feet; thence North 89 degrees 57 minutes 49 seconds East a distance of 377.03 feet to the Point of Beginning, containing 0.650 acres, more or less.