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MAY 7 1984
M. Jean Taylor
Recorder, Boone County, Ind.

DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LONG BROOK SUBDIVISION

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LONG BROOK SUBDIVISION

THIS DECLARATION, made and entered into this 29th day
of September 1984, by PITTMAN DEVELOPMENT CORP., an Indiana
corporation, ("Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is fee simple title holder of all
the lands in Boone County, Indiana, contained in and fully
described on Exhibit "A" attached hereto and made a part hereof
(hereinafter the "Real Estate");

WHEREAS, Declarant intends to subdivide and develop
the Real Estate into ten (10) tracts (each such tract hereafter
referred to individually as "Lot" and collectively as "Lots"),
such division known as Long Brook Subdivision; and

WHEREAS, Declarant desires to sell and convey Lots
subject to the imposition of certain mutual and beneficial
easements, restrictions, covenants, conditions and charges
designed to assure ingress and egress thereto and to protect
the value and desirability thereof;

NOW, THEREFORE, Declarant hereby declares that each
Lot and all Lots shall be held, conveyed, encumbered, leased,
rented, used, occupied and improved subject to the following
covenants, conditions and restrictions, which shall run with
the Real Estate and be binding on each party having any right,
title or interest in any Lot or Lots, and his, her or its

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heirs, beneficiaries, successors, assigns and legal representatives, and which covenants, conditions and restrictions shall inure to the benefit of the Owners and each and every one of the Owners' successors in title to any Lot or Lots into which the Real Estate is subdivided.

ARTICLE I

Definitions

Section 1.01. Common Areas and Facilities: "Common Areas and Facilities" shall mean and include that portion of the Real Estate designated on the plat of Subdivision as Block "A" and Block "B", including any improvement or facilities constructed thereon, which is reserved for the common use and enjoyment of all Owners in accordance with and subject to the restrictions contained in Article VII of this Declaration.

Section 1.02. Construction and Development Guidelines: Developer shall have the right from time to time to publish guidelines ("Guidelines") respecting the character of construction upon any Lot in this Subdivision or any other development or improvement thereof, which Guidelines (as from time to time amended) shall, upon recordation thereof in the office of the Boone County Recorder, be followed in the preparation and submittal of Lot Development Plans.

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Section 1.03. Declarant: "Declarant" shall mean and include Pittman Development Corp., an Indiana Corporation, its successors or assigns, or any person, firm, corporation or other legal entity specifically designated as such in writing by them or their nominee in a written instrument duly executed and hereafter recorded in the Office of the Recorder of Boone County, Indiana.

Section 1.04. Declaration: "Declaration" shall mean this instrument, together with any amendments or changes hereto which are hereafter made and evidenced as herein required.

Section 1.05. Developer: "Developer" shall mean and include Declarant, its successors and assigns in the development and division of the Real Estate, and/or any person, firm, corporation or other legal entity specifically designated as such in writing by Pittman Development Corp., its successors or assigns, in a written instrument duly executed and recorded in the Office of the Recorder of Boone County, Indiana.

Section 1.06. Driveway: "Driveway" shall mean that portion of any Lot hard surfaced with asphalt, concrete or brick for the purpose of permitting ingress and egress to each Lot.

Section 1.07. Lot: "Lot," referred to in plural as "Lots," shall mean any of the ten (10) parcels into which the Real Estate is subdivided, which parcels are numbered one (1) through ten (10) on the plat of the Subdivision recorded in the Office of the Recorder of Boone County, Indiana.

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Section 1.08. Lot Development Plans: "Lot Development Plans" shall mean and consist of the following plans: (i) a site plan, prepared by a registered engineer approved by Developer, which includes a complete topographic study showing existing improvements on a Lot; any proposed alteration of the topography and the location, type and trunk diameter (measured 3' from undisturbed ground) of any trees in excess of six inches (6") in diameter proposed for removal, elevation or natural state of the Lot in connection with the improvement thereof or any construction thereon, and locating thereon all proposed improvements and structures showing finished floor elevations and details relating to drainage; (ii) complete building plans, prepared by a registered architect or engineer, or designer approved by Developer, including foundation and structural details, exterior and interior elevations, complete floor plans, and plumbing, electrical and mechanical plans and specifications; (iii) material plans and specifications; (iv) landscaping plans; (v) septic system or other sewage disposal system plans prepared by a registered engineer; and (vi) all other data or information which the Developer may reasonably request.

Section 1.09. Maintenance and Operational Costs. "Maintenance and Operational Costs" shall mean all of the costs necessary to keep the Private Roads, Common Areas and Facilities, the drainage system and any other facility or

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Improvement which the Owners' Association has determined is otherwise for the common good, operational and in good condition, including, but not limited to, the following costs: costs of all upkeep, maintenance, repair or replacement of all or any part thereof; (ii) costs associated with payment of all insurance premiums and taxes imposed on Blocks "A", "B", "C" and "D" as designated on the plat of Subdivision or on any improvements or facilities constructed thereon; and (iii) costs associated with the operation of the Owners' Association, any Common Areas and Facilities, or in enforcement of the terms and provisions of this Declaration.

Section 1.10. Owner: "Owner," referred to in plural as "Owners," shall mean and refer to the record owner, whether one or more persons or entities, their respective heirs, beneficiaries, successors, assigns and legal representatives, of the legal title to any Lot, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. Declarant shall also be considered an Owner for purposes of this Declaration for so long as, and to the extent that it owns a Lot or Lots in the Subdivision.

Section 1.11. Owners' Association: "Owners' Association" shall mean the unincorporated association of owners established in accordance with Article IV of this Declaration, or such other legal entity as may be formed as a successor thereto.

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Section 1.12. Private Roads: "Private Roads" shall mean that portion of the Real Estate designated as "Block C or Block D" on the plat of the Subdivision which is improved, including any bridges, culverts and other similar facilities as have been or may hereafter be constructed as a part thereof, to provide reasonable ingress and egress consistent with the use of the Real Estate for single family residential purposes for vehicular traffic for Owners and occupants, their guests and invitees, to and from the Subdivision and the Lots located therein, all as detailed in Article VII of this Declaration. Private Roads shall not be subject to maintenance by Boone County, Indiana or any agency or department thereof.

Section 1.13. Subdivision: "Subdivision" shall mean the Real Estate as divided into Lots, all as evidenced by a plat thereof recorded of even date herewith in the Office of the Recorder of Boone County, Indiana, identified as the plat of Long Brook Subdivision.

ARTICLE II

Character of Long Brook Subdivision

Section 2.01. In General: Every Lot or group of Lots in the Subdivision shall be used exclusively for single-family residential purposes.

Section 2.02. Improvement and Development of Lots. No Lot shall be further divided, nor shall any improvements be made thereto or construction commence, proceed or continue.

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thereon except in strict accordance with the terms and provisions of this Declaration and written approval of Developer as herein required. Not more than one (1) single-family dwelling house together with attached garage and such related accessory structures and recreational facilities as may be permitted by this Declaration and approved by Developer shall be constructed, altered, placed or permitted to remain on any Lot in this Subdivision.

Section 2.03. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited: No dwelling house constructed on a Lot shall be occupied or used for residential purposes or for human habitation until it has been substantially completed. The determination of whether a dwelling house has been "substantially completed" shall be made by Developer in its sole discretion, and such decision shall be binding on all parties affected thereby.

ARTICLE III

Developer

Section 3.01. Developer: The powers and authorities contained in this Article shall be vested in Developer, and the covenants, conditions and restrictions in Article V of this Declaration shall be administered and enforced by Developer. The Developer's administration and enforcement of such covenants, conditions and restrictions shall include, but not

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be limited to, establishment and publishing of Guidelines and approval of Lot Development Plans or other required plans prior to the improvement of any Lot or any additions or exterior alterations to any building or structure on any Lot. Neither the exercise of such administration and enforcement duties by Developer, nor the approval of any Lot Development Plans or other plans by Developer, shall relieve any Owner of any duties and obligations imposed by this Declaration or compliance with the covenants, conditions or restrictions imposed by the plat of the Subdivision recorded in the Office of the Boone County Recorder, including, but not limited to, the obligation to comply with the minimum standards of construction imposed thereby or only restrictions or obligations imposed by applicable governmental authorities having jurisdiction. In the event that a written approval required from Developer by this Declaration is not received from the Developer within thirty (30) days from the date submittals are made, the failure to issue such written approval shall mean the disapproval thereof. In the event of a disapproval, and a failure to otherwise do so, the Developer shall give a short statement of the reason or reasons for such disapproval within ten (10) days following receipt of a written request to do so.

Section 3.02. Powers of Developer: No Lot shall be developed and no single-family dwelling house, accessory building, recreational facility, or other related structure or

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improvement of any type, kind or character shall be constructed, placed, altered or permitted to remain on any Lot in the Subdivision without the prior written approval of the Developer. Further, no building permit will be issued by the Boone County Building Commissioner without such approval and compliance with all other applicable rules, regulations and laws to permit construction on any Lot in this Subdivision. Once approval is obtained from Developer, any development, construction or alteration approved thereby shall proceed in strict accordance with such approval without any deviation whatsoever, unless and until further approval is obtained in the manner required by this Declaration. Every required approval shall be requested by an Owner by written application to Developer. Such written application shall be made in the manner and form prescribed from time to time by the Developer. The authority given to Developer hereby is for the purpose of determining whether the proposed improvement and development of a Lot or any addition to or exterior alteration of any existing building or structure on a Lot is consistent with the terms and provisions of this Declaration, is consistent with and meets Developer's overall plans for improvement and development of the Real Estate, and is compatible and consistent with the development and maintenance of other Lots and the improvements located thereon. In furtherance of the foregoing purposes, the Developer is hereby given complete discretion in establishing:

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and publishing Guidelines and in approving or disapproving Lot Development Plans or permitting any proposed construction on or improvement of a Lot or any additions or exterior alterations to existing buildings or structures (subject only to compliance with the minimum standards otherwise set forth in this Declaration or as imposed by the plat of this Subdivision as recorded in the Boone County Recorder's office) as to matters related to quality of construction, location, layout, design, architecture, color schemes, appearance, compatibility, exterior lighting, landscaping, and the necessity, desirability and compatibility of proposed accessory structures or recreational facilities and whether the construction thereof should be permitted on a Lot. Unless rendered in bad faith, any decision of developer shall be and remain final unless and until modified or changed by Developer. Any building or other plans included as a part of any application to Developer for required approvals shall be prepared in accordance with the Guidelines and this Declaration and shall set forth all detail required thereby or as otherwise required by Developer. All plans and drawings required to be submitted shall be drawn to the scale from time to time required by the Guidelines. All plans submitted shall be prepared by either a registered engineer or architect unless otherwise permitted in writing by Developer.

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Section 3.03. Liability of Developer: Neither the Developer, nor its agents, successors or assigns, shall be responsible in any way for any defects or insufficiencies in any plans, specifications or other materials submitted for review or approval, whether or not approved by Developer, nor for any defects in any work done in accordance therewith. Developer shall not be liable to any person, firm, corporation or other legal entity aggrieved by Developers' exercise of its powers as specified in Section 3.02 hereof, and shall have no liability whatsoever which is claimed or alleged to result, in whole or in part, upon the refusal by Developer to approve or disapprove Lot Development Plans submitted to Developer.

Section 3.04. Inspection: The Boone County Building Inspector and employees and officers of Developer or others delegated to do so by Developer shall have the right to go upon any Lot within the Subdivision without being a trespasser to inspect any work being performed thereon to assure compliance with this Declaration and conformity with Lot Development Plans and with any other plans or submittals made to it and upon which any approvals required by this Declaration were based.

Section 3.05. Assignment of Duties: All of the duties, responsibilities and rights held by Developer under this Declaration shall be exercised and administered by Developer in good faith until such time, if any, assigned by Developer to the Owners' Association or such other legal

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entity, if any, formed as a successor thereof. Any such assignment shall be at the option and sole discretion of Developer and may be made at any time or stage of development of the Subdivision. Any assignment by Developer shall be by written instrument duly executed and recorded in the Boone County Recorder's Office. Following any such assignment and recordation, the duties, responsibilities and rights of Developer under this Declaration shall immediately vest in the Owners' Association.

ARTICLE IV

Association of Owners and Assessments

Section 4.01. Association of Owners: In order to provide for continuing maintenance of the Private Road and the Common Areas and Facilities and administration thereof and of the Subdivision, there is hereby established an unincorporated association of Owners of Lots in Long Brook Subdivision ("Owners' Association"). The Owners' Association shall be comprised of and limited in membership to the Owners from time to time of the several Lots within the Subdivision. Membership in the Owners' Association shall commence immediately upon becoming an Owner and continue for so long as ownership of a Lot or Lots continues. At such time as an Owner conveys title and ceases to be an Owner, membership in the Association shall terminate. A new Owner of a Lot shall automatically become a

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member. Although an Owner need not participate in the administration of the Subdivision, all Owners and the ownership of any Lot or Lots shall be subject to any and all rules and regulations duly established by the Owners' Association (as well as being subject to the rights of Developer and the terms and provisions of this Declaration) and shall be liable for the payment of all assessments levied by the Owners' Association. The Owners' Association may assign or otherwise transfer its rights, responsibilities and duties under this Declaration to any legal entity which may be formed as a successor thereof. Any such assignment or transfer shall be in writing and shall be effective when written evidence thereof is duly recorded with reference to this Declaration in the Office of the Recorder of Boone County, Indiana.

Section 4.02. Rights and Duties of the Owners'

Association: The Owners' Association shall be responsible for the following: (a) maintenance and repair of the Private Roads in the Subdivision, the Common Areas and Facilities, and such other facilities and improvements otherwise determined by the Owners' Association to be for the common good of the Owners' and/or Lots and appropriate for Owners' Association maintenance; (b) securing of and the payment of premiums for any insurance required to be maintained by this Declaration (together with any secured under Section 8.05 hereof) and real estate taxes assessed against the Common Areas and Facilities

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and against Block "C" or Block "D" (including the Private Roads) as described on the plat of this Subdivision; (c) determination of general and special assessments levied against Lot Owners; (d) promulgation and enforcement of the rules and regulations in this Declaration or, as otherwise duly promulgated by the Owners; and, exercise of the powers vested in the Owners Association by this Declaration.

Section 4.03. Meetings of the Owners' Association and Voting Rights: Meetings of the Owners' Association may be called by the then current Chairman or Secretary-Treasurer of the Owner's Association or upon request of either Developer or any two (2) Lot Owners. Written notice of any meeting of the Lot Owners shall be personally delivered or mailed by first class United States mail by the Secretary-Treasurer to all Lot Owners at least twenty (20) days prior to any proposed meeting. Owners shall be entitled to one (1) vote for each Lot owned. All matters before the Owners' Association, except as otherwise specified by this Declaration, shall be decided by a majority vote, in person or by written proxy. In cases of joint ownership, any joint owner may cast the votes corresponding to the Lot or Lots so owned, and once any such vote is cast, it shall be conclusive and binding on all joint owners of any such Lot.

Section 4.04. Assessments: The Owners' Association shall have the power to levy uniform general and special

assessments against each Lot, without regard to the size thereof relative to any other Lot in this Subdivision.

Section 4.05. Creation of a Lien and Personal
Obligation of Assessments: Each Owner of a Lot or Lots, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Owners' Association general and special assessments, such assessments to be established and collected as provided in this Article. Until paid in full, assessments not paid when due, together with interest thereon (at a percentage rate no greater than the current statutory maximum annual interest rate which is set by the Owners' Association for each calendar year) and costs of collection (including reasonable attorneys' fees and court costs) shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest and costs of collection as aforesaid, shall also become and remain, until paid in full, the personal obligation of the one or more persons or entities in ownership of the Lot at the time when the assessment first became due and payable. If any Owner fails, refuses or neglects to make payment of an assessment when due, the lien for such assessment on such Owner's Lot may, at any time following notice by first-class United States mail of the amount thereof to the Owner of such Lot and the expiration of ten (10) days from the date such notice is sent without payment being received, be

foreclosed by the Owners' Association in the same manner in which a mechanic's lien is foreclosed from time to time under Indiana law, or in any other manner otherwise from time to time permissible or provided by law. The Owners' Association may, at its option, bring a suit against the Owner (and if more than one, either jointly or severally) to recover a money judgment for any unpaid assessment without foreclosing the lien for such assessment or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Owners' Association shall be entitled to recover interest as aforesaid and the costs and expenses of such action, including, but not limited to, reasonable attorneys' fees and Court costs.

Section 4.06. Purpose of Assessment: General or special assessments levied by the Owners' Association shall be used exclusively to exercise those powers and advance those purposes for which the Owners' Association has been formed by this Declaration, and, in particular, in order to provide for: (i) snow removal from, and the maintenance, repair, replacement or reconstruction of, the Private Roads; (ii) maintenance, repair, replacement, reconstruction or improvement of the Common Areas and Facilities; and (iii) the payment of real estate taxes, insurance and other legitimate costs and expenses of the Owners' Association included in any annual budget adopted by the Owners under Section 4.08 of this Article.

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Section 4.07. Basis for Assessment: Except as provided in Section 4.09 hereof, general or special assessments levied by the Owners' Association shall be assessed uniformly against each Owner and each Lot, regardless of whether any such Lot is improved or unimproved and without regard to the type of improvements constructed on any Lot, or the extent of use of the Private Roads, the Common Areas and Facilities, or any other facilities and improvements for which any assessment, general or specified, is made.

Section 4.08. Annual Meeting, Adoption of Budget and General Assessment: Between May 1 and July 10th of each year, commencing in calendar year 1986, the Owners shall hold an annual meeting with notice to all Owners in the manner required by Section 4.03 of this Declaration. At the annual meeting, the Owners shall elect a Chairman and a Secretary-Treasurer to coordinate and handle the day to day affairs of the Owners' Association and shall adopt a proposed budget, such Chairman and Secretary-Treasurer to serve for, and budget to cover, the period from September 1 to August 31 next succeeding. The budget, adopted by a majority vote of the Owners voting in person or by written proxy, shall provide for allocation of anticipated expenses in such a manner that the obligations imposed by this Declaration will be met and shall further outline any other anticipated expenses and obligations for the period covered thereby. Following approval of the budget by

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the Owners, the Chairman and Secretary-Treasurer shall fix a uniform general assessment against each Owner and Lot in an amount necessary to defray the expenses and obligations budgeted, together with an amount, if any, approved by the Owners to permit establishment of and/or contribution into a reserve account in order to defray anticipated future capital expenditures. Notice of the uniform general assessment shall be sent by the Secretary-Treasurer to each Lot Owner as soon as practicable following the annual meeting. Unless otherwise determined by majority vote of the Owners, the general assessment established shall be paid in full to the Secretary-Treasurer of the Owners' Association in one (1) installment on or before August 31 next succeeding. Upon receipt of payment, the Secretary-Treasurer shall deposit the amount involved in an account opened and maintained in the name of the Owners' Association at a state or national bank having its principal banking offices in either Zionsville or Indianapolis, Indiana. Withdrawals from such account shall be made only upon the approval of both the Chairman and Secretary-Treasurer signing jointly and only for a purpose or purposes set forth in this Declaration.

Section 4.09. Special Assessments: In addition to the general assessment, the Owners' Association may levy in any calendar year one or more uniform special assessments against each Owner and Lot for the purpose of defraying, in whole or in

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part, any unanticipated expenses or obligations or the costs of any major construction, reconstruction, repair, replacement or maintenance required, PROVIDED THAT the levy of any such special assessment is approved by two-thirds (2/3) of the Owners who are voting in person or by written proxy at a special meeting of Owners duly called for such purpose, subject to written notice delivered in person or sent by first class United States mail at least fifteen (15) days in advance to each Owner of the time, place and purpose of such meeting. Following approval of the levy of any such special assessment by two-thirds (2/3) of the Owners, a simple majority of the Owners shall establish the date or dates any such special assessment shall become due, and the manner in which it shall be paid to the Secretary-Treasurer for deposit in the Owners' Association account established and maintained in accordance with Section 4.09 hereof, for use consistent with the purpose or purposes for which such special assessment was levied.

Section 4.10. Subordination of the Lien to

Mortgages: The lien of the assessments provided for herein against a Lot shall be subordinate to the lien of a recorded first mortgage covering such Lot and subordinate to any tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. The sale or transfer of a Lot shall not affect the assessment lien. The sale or transfer of a Lot pursuant to mortgage foreclosure

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proceedings or any other proceeding in lieu thereof shall, however, extinguish the lien of such assessment as to any payment which became due prior to such sale or transfer. No such sale or transfer shall release a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.11. Duties of Chairman and Secretary-Treasurer of the Owners' Association: The Chairman and Secretary-Treasurer of the Owners' Association shall have the duties set forth in this Declaration, shall attend to and handle the day-to-day affairs of the Owners' Association and shall attend to and handle such other duties delegated by majority vote of the Owners. All acts taken and things done shall be measured by a standard of reasonableness and neither the Chairman nor the Secretary-Treasurer shall have any liability to an Owner, Owners or the Owners' Association unless acting in bad faith in a manner inconsistent with the terms and provisions of this Declaration. Notwithstanding the foregoing, neither [except in the case of a bonafide emergency involving a total expenditure not exceeding Two Hundred and Fifty Dollars (\$250.00) or such other amount from time to time established by the Owners], the Chairman or Secretary-Treasurer shall have any right, privilege or authority to contract for, solicit, hire or otherwise obtain services or materials which are not included within and covered by the budget then applicable or which are

not otherwise funded by special assessment levied in accordance with Section 4.09 hereof.

Section 4.12. Certificates: The Owners' Association shall, within twenty (20) days after demand made at any time, furnish a certificate in writing signed by the Secretary-Treasurer of the Owners' Association, specifying that the assessment respecting a Lot has been paid or that certain assessments remain unpaid, as the case may be. A reasonable charge may be made by the Owners' Association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V

Lot Development

Section 5.01. Lot Development: Prior to the development or improvement of, the construction on, or any additions to or exterior alteration of any building or structure built upon a Lot or Lots, the Owner thereof shall proceed as follows: (i) obtain a copy of the Guidelines then applicable, (ii) prepare Lot Development Plans or other required plans in accordance with such Guidelines and which satisfy the requirements of this Declaration and the minimum standards imposed by the recorded plat of the Subdivision, (iii) submit the Lot Development Plans or such other plans as

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may be required (together with any other required submittals) to Developer for approval, and (iv) obtain written approval from the Developer as required by Article III of this Declaration. Any improvement or development of a Lot or Lots and any construction (or addition or exterior alteration to buildings or structures) thereon shall strictly comply with the approved Lot Development Plans or other approved plans, this Article V and any minimum standards imposed by the plat of this Subdivision recorded in the Boone County Recorder's office. In the event of a conflict between a set of duly approved Lot Development Plans or other approved plans and the terms and provisions of this Article V or the minimum standards imposed by the plat of Subdivision, the terms and provisions of the plat of Subdivision and this Article V shall control.

Section 5.02. Type, Size and Nature of Construction Permitted. No single-family dwelling house, garage, accessory building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any Lot without the prior written approval of the Developer as required by this Declaration. Such approval shall be obtained prior to the commencement of construction and shall be subject to the Guidelines then applicable and the following minimum standards:

- (a) No structure or building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not exceeding

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two (2) stories in height, one private attached garage for a minimum of two vehicles, and such other accessory buildings or structures related to swimming pools, tennis courts and other similar recreational facilities, including greenhouses, which are approved by Developer and which are usual and incidental to the use of the Lot for single-family residential purposes.

(b) The minimum finished floor area of a one-story dwelling house constructed on a Lot, exclusive of open porches, attached garages and basement, shall be 3,000 square feet. The minimum finished floor area, exclusive of open porches, attached garages and basement, of a dwelling house having more than one story, shall be 3,500 square feet, of which a minimum of 2,500 square feet shall be located on the first floor.

(c) Each single family dwelling house, garage or accessory building constructed on a Lot shall have an exterior of wood, brick, stone or stucco.

(d) No single-family dwelling house, garage or accessory structure of any kind shall be moved onto any Lot and all materials incorporated into the construction thereof shall be new, except that used brick, weathered barn siding or the like, or interior

design features utilizing other than new materials, may be approved by the Developer. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any Lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a Lot.

(e) Any accessory buildings (other than greenhouses or indoor pools with track roofs or canvas dome covers) permitted by Developer to be constructed on a Lot shall have an asphalt or fiberglass shingle, slate, tile or wood shake roof and shall be made out of the same materials, or combination thereof, out of which the single-family dwelling house on the same Lot is constructed, and any such accessory building shall be otherwise architecturally compatible with such house.

(F) The same materials, or combination thereof, used in substantially the same proportion (except to the extent windows and doors require otherwise), shall be utilized on the front, sides and rear exterior of each single-family dwelling house and accessory building constructed on a Lot, so that the appearance of the front, sides and rear thereof are substantially similar.

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(g) The concrete or block foundation of any single-family dwelling house or accessory structure constructed on a Lot shall be covered on the exterior with wood, brick or stone veneer so that no portion of the exterior thereof is left exposed above ground.

(h) Each attached garage shall be intricately designed as a part of the single-family dwelling house to which it is attached.

Section 5.03. Tree Preservation: Existing mature trees (having a trunk in excess of six (6) inches in diameter measured at a point of three (3) feet from undisturbed ground) shall be preserved to the extent the removal thereof is not mandatory in connection with the construction of an approved single-family dwelling house, accessory building or recreational facility, unless the removal thereof is otherwise specifically approved by Developer or any such tree is dead or decayed and dangerous.

Section 5.04. Completion of Construction: All construction upon a Lot shall be completed in strict accordance with the Lot Development Plans approved by the Developer. The exterior of any dwelling house built upon a Lot or combination of Lots shall be completed within one year after the date of commencement of the foundation, and the site shall also be graded and any areas to be covered with grass shall be seeded or sodded within such period. Each Lot shall be kept and

maintained in a sightly and orderly manner during the period of construction and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.

Section 5.05. Storage Tanks: Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a structure otherwise permitted to be erected, altered, placed or permitted to remain on a Lot in this Subdivision so that any such storage tank is concealed from public view.

Section 5.06. Mailboxes: Mailboxes installed for mail delivery to a Lot shall be located, shall be of a type and shall be of a color and manufacture approved prior to installation by the Developer. Such mailboxes shall be installed in a location which is also approved by the Developer.

Section 5.07. Dusk to Dawn Lights: A light shall be installed and maintained in operable condition on each Lot at a location, having a height and of a type, style and manufacture approved by Developer prior to the installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by Developer to insure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

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Section 5.08. Location of Driveways: No Driveway on any corner Lot shall enter the adjoining street at a point closer than seventy-five (75) feet to the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The Driveway shall be cut and stone or gravel placed thereon prior to any development or improvement of a Lot to the extent necessary to avoid the transmittal of mud from construction traffic to the Private Roads. As soon as practicable following substantial completion of construction on a Lot, the Driveway shall be finished and paved with brick, asphalt or concrete. Each Driveway, whether concrete, asphalt or brick shall be reasonably maintained at periodic intervals for both appearance purposes and to minimize mud on the Private Roads.

Section 5.09. Fences, Walls, Hedges or Shrub Plantings: No fence, wall, hedge or screening shall be erected, placed, altered or permitted to remain on any Lot other than as approved in writing by Developer prior to construction or planting as to location and physical characteristics, such as type, materials, design and height. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street

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right-of-way lines and a line connecting a point forty (40) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.

Section 5.10. Sewage Disposal Systems:

a. Installation: Private sewage disposal systems which are installed on Lots shall be installed thereon in strict compliance with the following procedure:

(i) A detailed On-Site Disposal System Plan (hereafter "OSDS Plan") shall be prepared by a registered engineer designated by Developer for review by the Developer illustrating: (A) the location of the improvements to be constructed, building lines, lot lines, easements, septic tank, distribution box or equivalent, and absorption field; (B) the location, depth, size, direction of flow and gradient of required peripheral subsurface drain tile, proposed grades and the direction of subsurface water flowage on the site; (C) details of construction including depth of septic tank and distribution box, and depth, gradient and size of the absorption field; (D) detailed installation specifications, performance data and means of maintenance for any system in lieu of a conventional septic tank and appurtenances; and (E) any other detail reasonably required by Developer.

(ii) The Owner shall specify the contractor who is to install the sewage disposal system, which contractor shall be

subject to approval by Developer and must enjoy a good reputation and must be insured, experienced and competent in such installations.

(iii) The Owner shall submit the foregoing information, as required, for approval by the Boone County Sanitation Department, Boone County Health Department or other similar agency having jurisdiction ("Sanitarian") and for review by the governing zoning authority.

(iv) The OSDS Plan and supporting documents stamped with the approval of the Sanitarian shall then be fully reviewed by the Developer and, if approved, stamped for approval.

(v) The Owner shall cause the system to be installed in accordance with the approved OSDS Plan and specifications and leave the system uncovered for inspection (at Owner's expense) by a registered engineer approved by the Developer who shall certify as to compliance with the OSDS Plan and specifications. Before back-filling, the Owner shall advise the Sanitarian that the construction is ready for inspection and give the Sanitarian a reasonable opportunity to make an inspection.

(vi) Prior to submission of the OSDS Plan, the Owner shall cause a minimum of two (2) soil analysis tests to be made on his Lot, and the OSDS Plan shall show thereon the location of such tests and the results thereof. The absorption

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field shall be located in the immediate area of the tests and may not be relocated unless additional tests are conducted and the results submitted to the Developer, along with a plan showing the new location of the absorption field, for review and approval. No downspouts shall be connected to the footing subsurface drain tile. All sump pumps shall be gravity drained if possible.

(b) Restrictions on Use of Absorption Field: No Owner of any Lot shall pave over or otherwise obstruct the absorption field located on his Lot.

Section 5.11. Ditches and Swales: The Owner of any Lot on which any part of an open storm drainage ditch or swale is situated shall keep such portion thereof as may be situated upon his Lot or Lots continuously unobstructed and in good repair, and shall provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection, all at each such Owner's own cost and expense. Each of the Owners, shall, if required by the Developer or Owners' Association, at each Owner's own cost and expense, install dry culverts between the Private Roads and their Lot or Lots in conformity with such specifications and recommendations which may be established by Developer or the Owners' Association.

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Section 5.12. Antenna Discs or Other Similar Structures. No antenna discs, antenna towers or other freestanding antenna structures or devices shall be erected, placed or permitted to remain on any Lot within this Subdivision.

ARTICLE VI

Use and Maintenance of Lots

Section 6.01. Storage, Repair or Material Alteration of Motor Vehicles, Boats, Campers, etc. Neither the repair or storage of inoperative motor vehicles, nor the material alteration of motor vehicles, shall be permitted on any Lot within this Subdivision unless entirely within a garage permitted to be constructed by these Subdivision Restrictions. Storage shall also be provided within an approved garage or other accessory building for any maintenance or construction equipment, or for any boats, campers or other recreational equipment or vehicles maintained or stored on any Lot within this Subdivision during the off-season or other similar prolonged periods of time.

Section 6.02. Vehicle Parking: No camper, motor home, truck, trailer or boat may be parked or stored overnight or longer on any Lot in open public view, except pick-up trucks or other similar vehicles customarily used by the Owners of suburban real estate parcels similar in size to the Lots in

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this Subdivision. There shall be no parking of any vehicles on the Private Roads or within Block "C" or Block "D" as described on the plat of the Subdivision.

Section 6.03. Home Occupations: No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location 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. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant or Developer, and their nominees, successors or assigns, in the development and sale of Lots as a part of the development of the Subdivision.

Section 6.04. Signs: No sign of any kind shall be displayed to public view on any Lot except that one two-sided sign (not exceeding five (5) square feet per side) may be displayed at any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise during construction.

Section 6.05. Maintenance of Tracts and Improvements. The Owner of any Lot in this Subdivision shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements

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from becoming unsightly; and, specifically each such Owner shall:

- (i) Mow such portion of the Lot or Lots upon which grass has been planted at such times as may be reasonably required;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision;
- (iv) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly.

Section 6.06. Owners' Association's Right to Perform

Certain Maintenance: In the event that the Owner of any Lot in this Subdivision fails to reasonably maintain his Lot and any improvements situated thereon in accordance with the provisions of this Article VI, or as otherwise required by this Declaration, the Owners' Association, by and through its agents, employes or contractors, shall have the right, but not the obligation, following notice in writing to such Owner of an intention to do so unless reasonable maintenance as detailed in such notice is performed and the expiration of twenty (20) days thereafter without such maintenance being done, to enter upon said Lot without being a trespasser to repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and the improvements situated thereon, if any, conform to the requirements of this Article VI, or as otherwise set forth in this Declaration. The out-of-pocket costs incurred by

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the Owners' Association in connection therewith shall be collectable from the Owner or Owners of any such Lot and shall represent a Lien against any such Lot until paid in full together with interest thereon, cost of collection and attorneys fees, all without relief from valuation and appraisal laws, as if constituting an unpaid general assessment levied under Article IV of this Declaration. Neither the Owners' Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 6.07. Animals: No animals, livestock or poultry of any kind shall be raised or kept on any Lot other than a dog, cat or other similar animal (or combination thereof, not to exceed, in the aggregate, three (3) in number) generally and customarily recognized as household pets, which may be kept only as household pets and not for breeding or any commercial purpose. Any animals kept on a Lot as permitted hereby shall be kept and maintained in a clean environment suitable for such purpose and shall not be permitted to run loose or become an annoyance or nuisance to other Lot owners.

Section 6.08. Garbage, Trash and Other Refuse. The outside burning of garbage or other refuse (other than fallen leaves) shall not be permitted on any Lot in this Subdivision, nor shall any outside accumulation of refuse or trash be permitted on any Lot within this Subdivision.

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Section 6.09. Nuisances: No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or another Lot Owner.

Section 6.10. Electric Bug Killers: Any electric bug killers, "zappers" or other similar devices shall only be installed at a location or locations which do not result in the operation thereof becoming a nuisance or annoyance to other Lot Owners and shall only be operated when outside activities require the use thereof and not at all hours.

Section 6.11. Maintenance of Undeveloped and Unoccupied Lots: Owners of undeveloped or unoccupied Lots shall at all times keep and maintain such Lots in an orderly manner, causing weeds and other growths to be reasonably cut and shall prevent the accumulation of rubbish and debris thereon.

ARTICLE VII

Ownership, Use and Maintenance of Blocks "A", "B", "C" and "D" and Any Improvements Thereon

Section 7.01. Ownership of Block "C" and Block "D".

The Owner of each Lot in this Subdivision, as such Owner and appurtenant to the ownership of each such Lot, shall own, as a tenant in common, an undivided one-tenth (1/10) interest in the real estate designated as "Block 'C'" and "Block 'D'" on the

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plat of this Subdivision. Upon transfer of the ownership of any one of said ten (10) Lots, the aforesaid one-tenth (1/10) undivided portion and share of the ownership of Block "C" and Block "D" appurtenant thereto shall be automatically transferred and conveyed as a part thereof, whether or not such transfer and conveyance is made by specific reference in the deed to the Lot so conveyed.

Section 7.02. Private Roads. The Private Roads in this Subdivision located within Block "C" and Block "D" as shown on the plat of the Subdivision shall be private and are reserved for use by members of the Owners' Association, the Owners and occupants of Lots and dwelling houses located thereon, and their guests and invitees, who are granted hereby a common, non-exclusive easement over and across the Private Roads for the purpose of reasonable ingress, egress and access for pedestrian and vehicular traffic to and from the Lots and dwelling houses in the Subdivision.

Section 7.03. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to, police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, mailmen, utility company vehicles and personal, state and local government vehicles, and privately-owned delivery vehicles making deliveries to a Lot within this Subdivision, are hereby granted the right to enter upon and use the Private

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Roads in performance of their duties, for deliveries, for ingress and egress, and for installation, replacement, repair and maintenance of public utilities, including but not limited to, water, sewers, gas, telephone and electricity.

Section 7.04. No Public Maintenance: Neither Boone County, nor any agency or department thereof, shall have any responsibility, duty or obligation to remove snow from the Private Roads or the Driveways located in the Subdivision or provide for any maintenance or reconstruction of such Private Roads or Driveways, such responsibility, duty and obligation belonging solely to the Owners.

Section 7.05. Adjacent Right of Way Maintenance: The Owner of each Lot shall maintain that portion of the right of way within Block "C" or Block "D" as shown on the plat of the Subdivision to the extent not improved by the Private Roads, which is contiguous to such Owner's Lot or Lots, by keeping the grass mowed, the weeds reasonably cut and providing for the removal of trash and rubbish. Unless otherwise required by this Declaration or by prior written approval of the Developer or the Owners' Association, no trees shall be removed from such area unless decayed or dying so as to be unsafe or hazardous.

Section 7.06. Ownership of Block "A" and Block "B": The Owner of each Lot in this Subdivision, as such Owner and appurtenant to the ownership of each such Lot, shall own, as a tenant in common, an undivided one-tenth (1/10) interest in the

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real estate designated as "Block 'A'" and "Block 'B'" on the plat of this Subdivision. Upon transfer of the ownership of any one of said ten (10) Lots, the aforesaid one-tenth (1/10) undivided portion and share of the ownership of Block "A" and Block "B" appertenant thereto shall be automatically transferred and conveyed as a part thereof, whether or not such transfer and conveyance is made by specific reference in the deed to the Lot so conveyed.

Section 7.07. Right of Developer to Construct Within Block "A" or Block "B". Developer shall have the right, but not the obligation, within its sole discretion, at any time prior to the sale of all Lots in this Subdivision, to construct recreational facilities and improvements within Block "A" or Block "B" for use by those persons and classes of persons otherwise specified in this Article in accordance with the rules and regulations set forth herein or as otherwise from time to time adopted by the Owners' Association. Any such construction or improvement initiated by Developer shall be at its own cost and expense. Upon completion, any such recreational facilities constructed or improvements made by Developer shall comprise a part of the Common Areas and Facilities within this Subdivision.

Section 7.08. Right of Owners' Association to Construct Within Block "A" or Block "B". The Owners' Association, upon approval of at least two-thirds (2/3) of the

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Owners at a meeting specially called for such purpose voting in person or by proxy, shall have the right to construct recreational facilities and improvements within Block "A" or Block "B" for use by those persons and classes of persons otherwise specified in this Article in accordance with rules and regulations set forth herein or as otherwise from time to time adopted by the Owners' Association. The cost of such construction or improvement initiated by the Owners' Association shall be defrayed by special assessment levied in accordance with this Declaration. Until all the Lots in this Subdivision have been sold by Developer, the prior written approval of Developer must also be obtained by the Owners' Association before constructing any recreational facilities or other improvements in Block "A" or Block "B". Upon completion, any such recreational facilities constructed or improvements made by the Owners' Association shall become a part of the Common Areas and Facilities within this Subdivision.

Section 7.09. Use of Common Areas and Facilities.

Unless and until recreational facilities are constructed or other improvements are made to Block "A" or Block "B", the real estate located therein shall be kept and preserved in a natural state as green area and shall be maintained as such by the Owners' Association, with the use thereof appropriately restricted to preserve the natural beauty of such real estate. Any recreational facilities constructed or other improvements

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made shall be available for use at such time or times and under such rules and regulations promulgated by the Owners' Association. Any such rules and regulations promulgated or restrictions on use imposed by the Owners' Association shall be non-discriminatory and shall apply and be enforced uniformly as to all persons or classes of persons entitled to use the Common Areas and Facilities as specified in Section 7.10 of this Article.

Section 7.10. Persons and Classes of Persons Entitled to Use Common Areas and Facilities. The Common Areas and Facilities shall be available for use by members of the Owners' Association, occupants of Lots and their guests and invitees, subject to rules, regulations and restrictions imposed by the Owners' Association, for such purpose or purposes permitted by such rules, regulations and restrictions. Any use inconsistent with rules, regulations and restrictions duly adopted by majority vote of the Owners' Association is hereby deemed unauthorized and the person or persons engaged in any such unauthorized use, whether or not an Owner, shall be liable for any loss or damage occurring as a proximate result to persons or property. If an Owner or occupant of a Lot, or any guest thereof, engages in an unauthorized use of the Common Areas and Facilities which results in loss or damage to the Common Areas and Facilities, the out-of-pocket cost to the Owners' Association to effect required repairs or replacements (to the

extent not covered by applicable insurance) shall be collectable from the Owner or Owners involved and shall represent a lien against the Lot or Lots owned by such Owner or Owners until paid in full together with interest thereon, costs of collection and attorneys' fees, all without relief from valuation and appraisal laws, as if constituting an unpaid general assessment levied under Article IV of this Declaration.

ARTICLE VIII

General

Section 8.01. Waiver of Damages: Neither Developer, nor the Owners acting as the Owners' Association, nor Owners acting as officers or agents of the Owners' Association, nor their nominees, representative or designees, shall be liable for any claim whatsoever arising out of or by reason of any acts taken or things done or performed pursuant to any authorities reserved, granted or delegated pursuant to this Declaration, except as may result from the misapplication of any general or special assessments collected by the Owners' Association or acts taken or things done in bad faith.

Section 8.02. Enforcement: The right to enforce the restrictions contained in this Declaration and all covenants and restrictions contained in the plat of this Subdivision, including, but not limited to, the right of injunctive relief,

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or the right to seek the removal by due process of law of structures erected or maintained in violation of this Declaration, is hereby given and reserved to Declarant, Developer, the Owners from time to time of Lots in the Subdivision and all parties claiming under them, the Owners' Association, the town of Zionsville and the Boone County Area Plan Commission, all of whom shall have the right, individually, jointly or severally, to pursue any and all remedies, in law and equity available under applicable Indiana law, without being required to show actual damage of any kind whatsoever, and shall be entitled to recover, in addition to appropriate monetary damages, if any, reasonable attorneys' fees and other legal costs and expenses incurred as a result thereof.

Section 8.03. Severability: The provisions of this Declaration shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained herein.

Section 8.04. Non-Liability of Developer and Declarant: Neither Developer nor Declarant, nor the City of Zionsville or Boone County, Indiana, shall have any liability to an Owner or to any person or entity with respect to drainage

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on, over, under or through a Lot. Upon the improvement and development of a Lot, the proper handling of storm and surface water drainage shall be the responsibility of the Owner of such Lot, and each Owner by the acceptance of a Deed to a Lot, shall be deemed to and does thereby RELEASE AND FOREVER DISCHARGE Developer and Declarant, jointly and severally, from, and shall INDEMNIFY AND HOLD HARMLESS Developer and Declarant against, any and all liability arising out of or in connection with the handling, discharge, transmission, accumulation or control of storm or surface water drainage to, from, over, under or through the Lot described in such deed.

Section 8.05. Public Liability and Property Damage

Insurance: Each Owner shall obtain and pay for such public liability and property damage insurance as may be desired to provide protection against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property occurring on or about each such Owner's Lot. Each Owner shall also obtain and continue in full force and effect at all times, public liability and property damage insurance providing protection to each Lot Owner and all Lot Owners against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property occurring on or about Block "C" or Block "D", as shown on the plat of Subdivision, including the Private Roads located within Block "C" and Block "D", such insurance to have limits

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of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or the death of one (1) person, Five Hundred Thousand Dollars (\$500,000.00) for one (1) occurrence and Two Hundred Fifty Thousand (\$250,000.00) for injury to property UNLESS a determination is made by a majority of all Owners voting in person or by written proxy to have the Owners' Association obtain such policy of insurance, with all Owners as named insureds and with limits of liability equal to or greater than those hereinabove specified, in which event the cost thereof shall be included in the annual budget and the amount of the general assessment levied. The Owners' Association shall obtain and maintain, with the Owners' Association and all Owners as named insureds and with limits of liability equal to or greater than those hereinabove specified, public liability and property damage insurance to provide protection against loss, cost or expense by reason of injury to or the death of persons or damage to or the destruction of property occurring on or about Block "A" or Block "B" as designated on the plat of Subdivision or in, on or about any improvements or facilities constructed or maintained thereon, and the cost thereof shall be included in the annual budget and the general assessment levied by the Owners' Association each year.

Section 8.06. Fire and Extended Coverage on Common Areas and Facilities. The Owners' Association shall obtain and maintain such fire and extended coverage (or other similar

insurance), on a broad form basis in an amount sufficient to satisfy any applicable co-insurance clause, necessary to cover any improvements, structures or facilities comprising a part of the Common Areas and Facilities, with the Owners' Association as the named insured, and the premiums for such insurance shall be included in the annual budget and the general assessment levied by the Owners' association each year.

Section 8.07. Duty to Disclose Evidence of Insurance. In the event a single policy of public liability and property damage insurance, providing protection to all Owners as named insured by reason of injury to or the death of persons or damage to or the destruction of property occurring within or about Block "C" or Block "D" is not obtained, each Owner shall have the duty to disclose to all other Owners the insurance to be maintained by each Owner in full force and effect providing protection to each such Owner (and all Owners) against loss, cost and expense by reason of injury to or the death of persons or damage to or destruction of property occurring within or about Block "C" or Block "D" or the Private Roads located therein, having limits of no less than those specified in Section 8.05 hereof.

Section 8.08. Binding Effect: This Declaration, and the covenants, conditions and restrictions herein contained shall be binding upon Declarant, Developer, each Owner and any person, firm, corporation or other legal entity now or

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hereafter claiming an interest in any Lot and their or its respective successors or assigns.

Section 8.09. Amendments to Declaration: This Declaration may be amended or changed, but only to the extent that such amendments or changes do not affect the following: (i) limit in any way the easement rights respecting Block "C" or Block "D" and the Private Roads constructed therein, as specified in Article VII hereof; (ii) the subordination of lien provision of Section 4.10 hereof; (iii) the rights of Developer as set in this Declaration (unless the written consent of Developer is first obtained), including, but not limited to, those rights, powers and authorities of Developer specified in Article III; and (iv) the rights of use and enjoyment of the Owners in and to the Common Areas and Facilities as set forth in Article VII of this Declaration. Until the initial sale of all Lots in this Subdivision or the substantial completion of construction of a single-family dwelling on all Lots in this Subdivision, whichever occurs first, any such amendment or change must be approved in writing by Developer and shall not become binding and effective until five (5) days following the date of recordation in the Office of the Recorder of Boone County, Indiana. Following the initial sale of all Lots in this Subdivision by Developer or upon the improvement of all Lots in this Subdivision by substantial completion of construction of a single-family dwelling thereon, whichever

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occurs first, any such amendment or change must be approved in writing by at least two-thirds (2/3) of the Owners, and shall not become binding and effective until five (5) days following the date of recordation in the Office of the Recorder of Boone County, Indiana.

Section 8.10. Duration: This Declaration and the restrictions imposed hereby shall run with the Real Estate and shall be binding on all Owners and all persons claiming under them for a period of twenty-five (25) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of any ten (10) year period they are amended or changed as provided in Section 8.09, above.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be executed on the day and in the year first above written.

PITTMAN DEVELOPMENT CORP.

by: John N. Pittman
John N. Pittman, President

Attest:

Euna Rose Pittman
Euna Rose Pittman, Secretary

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STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared John W. Pittman and Euna Rose Pittman, the President and Secretary, respectively, of Pittman Development Corp., who, after having been duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for and on behalf of Pittman Development Corp.

WITNESS my hand and Notarial Seal this 28th day of September, 1984.



Holly A. Hill
Notary Public

My Commission Expires:

April, 1983

My County of Residence Is:

Hamilton

This Instrument prepared by Michael C. Cook, Attorney at Law,
505 Merchants Plaza, East Tower, Indianapolis, Indiana 46204.
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Exhibit "A"

Part of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 1, Township 17 North, Range 2 East in Boone County, Indiana, more particularly described as follows:

Beginning at a 1 1/2" iron pipe found marking the Southwest corner of said Northeast Quarter Section; thence North 01 degrees 27 minutes 27 seconds East (assumed bearing) (by deed along the West line thereof) 1313.60 feet (measured) 1315.20 feet (deed) to a 1" iron pipe (found) which is by deed 25.60 feet South 01 degrees 27 minutes 27 seconds West from the northwest corner of the Southwest Quarter of said Northeast Quarter Section; thence South 87 degrees 27 minutes 27 seconds West 190.35 feet (measured) 190.30 feet (deed); thence North 45 degrees 10 minutes 39 seconds West 408.63 feet (measured) 407.17 feet (deed) to a point on the center line of State Highway #334 as located May, 1984; thence along said center line North 44 degrees 59 minutes 10 seconds East 30.00 feet; thence South 45 degrees 10 minutes 39 seconds East 307.44 feet (measured) to a 1" iron pipe (found) 398.54 feet (deed) which is South 87 degrees 33 minutes 44 seconds West 185.11 feet (measured) 185.80 feet (deed) from a 1/2" iron pin (found) which is by deed North 01 degrees 41 minutes 36 seconds East 10.00 feet from the Northwest corner of the Southwest Quarter of said Northeast Quarter; thence North 87 degrees 33 minutes 44 seconds East 185.11 feet to said 1/2" iron pin (found); thence North 89 degrees 06 minutes 54 seconds East 164.56 feet to a 1 1/2" iron pipe (found); thence North 86 degrees 11 minutes 54 seconds East 219.85 feet to a point in the approximate center line of Long Branch creek (the next eighteen (18) courses are along the approximate center line of said Long Branch creek); (1) thence South 50 degrees 44 minutes 45 seconds East 65.00 feet; (2) thence South 33 degrees 24 minutes 20 seconds East 85.00 feet; (3) thence South 69 degrees 33 minutes 35 seconds East 150.00 feet; (4) thence South 08 degrees 58 minutes 15 seconds East 90.00 feet; (5) thence North 89 degrees 15 minutes 45 seconds East 100.00 feet; (6) thence North 46 degrees 30 minutes 00 seconds East 40.00 feet; (7) thence North 24 degrees 35 minutes 00 seconds East 40.00 feet; (8) thence North 69 degrees 45 minutes 00 seconds East 65.00 feet; (9) thence North 87 degrees 12 minutes 45 seconds East 60.00 feet; (10) thence South 34 degrees 34 minutes 15 seconds East 30.00 feet; (11) thence South 06 degrees 41 minutes 30 seconds East 45.00 feet; (12) thence South 09 degrees 12 minutes 00 seconds West 25.00 feet; (13) thence South 66 degrees 50 minutes 30 seconds East 45.00 feet; (14) thence North 84 degrees 50 minutes 00 seconds East 25.00 feet; (15) thence North 69 degrees 20 minutes 00 seconds East 50.00 feet; (16) thence North 65 degrees 35 minutes 00 seconds East 185.00 feet; (17) thence North 79 degrees 36 minutes 00 seconds East 85.00 feet; (18) thence North 56 degrees 57 minutes 52 seconds East 47.34 feet to a point which lies South 01 degrees 49 minutes 39 seconds West 198.46 feet from a stone found at the Northeast corner of the Southwest Quarter of said Northeast Quarter Section (by deed on the East line of the Southwest Quarter of said Northeast Quarter Section); thence South 01 degrees 49 minutes 39 seconds West (by deed along said East Quarter Quarter line) 1146.38 feet to a point (by deed, Southwest corner of said Quarter Quarter Section); thence South 86 degrees 21 minutes 02 seconds West (by deed, along the South line of said Quarter Quarter Section) 1335.45 feet to the Point of Beginning, containing 36.86 acres, more or less.

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