

# RESTRICTIVE COVENANTS DARKVIEW ESTATES FIRST SECTION BARGERSVILLE, INDIANA

The simple owner of the following  
of Section 35, Township 13 North,  
Inclpal Meridian, Johnson County,

er of the Northwest Quarter of said  
minutes 08 seconds West (assumed  
said Quarter Section 804.84 feet;  
es 58 seconds West 1004.29 feet to  
described tract; 58 seconds West  
rees 58 minutes 58 seconds West  
orth line of Southway Subdivision,  
s 606 A & B in the records of the  
lana;  
es 20 seconds East along the North  
ivision and a portion of the North  
orded in plat Book "C", pages 271  
corner of Johnson County, Indiana,  
7 in the records of the Recorder of  
ites 18 seconds East along the West  
ivision (and a portion of the West  
146) 532.00 feet;  
ites 58 seconds West 272.76 feet;  
ites 41 seconds West 27.36 feet;  
ites 27 seconds East 33.43 feet;  
ites 02 seconds West 158.60 feet;  
ites 00 seconds West 66.38 feet;  
ites 02 seconds West 154.86 feet to  
described tract, containing 9.290  
to all pertinent rights-of-way,

estate into lots and streets in  
aid subdivision is to be known as  
D", a Subdivision in Bargersville,  
lating of 21 lots, numbered 27-47  
an on said plat. The size of lots  
are shown in figures denoting feet  
1 streets as shown on the plat and  
hereby dedicated to public use.

pt for residential purposes and no  
ered or placed or permitted on any  
ly dwelling, not to exceed two (2)  
garage for not less than two (2)  
t to exceed one story in height and  
a. Any storage building shall be  
at line of the dwelling structure.

6. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.
7. Obstructions, fill, drives or fences which impede or alter the flow of drainage shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Bargersville Plan Commission.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, shafts or excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. No unsightly, noxious or offensive activity shall be permitted or carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats, and smaller equipment shall not be kept or stored in the front of building line. Lots and yards shall be kept open regardless of whether a home has been constructed on the lot. Owners of lots without houses shall be held responsible for trash, weeds and general conditions of the lot. Refrigerators, satellite dishes over twenty inches in size, mats or covers of any kind will not be permitted on any lot unless first approved by the Architectural Control Committee.

11. At no time shall any unlicensed, inoperative automobile or truck be stored or permitted on any lot outside of the garage.
12. No individual water supply system or sewage disposal system shall be permitted on any lot.
13. Any field tile or underground drain which is encountered in construction of any improvement within this Subdivision shall be perpetuated, and all owners of lots in this Subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all other drainage laws, and further, that portion of natural drainage through a lot shall be maintained by the owner of the same.
14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadway, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property line the same sight line limitations shall apply on any lot with the edge of a driveway intersection of a street property line permitted to remain within or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions along any sight lines. No fence or wall shall be permitted along any property line or in front of any residence between the front building setback line and the street right-of-way line.
15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose. Household plants and/or include pot-bellied or midget pigs or hogs, exotic animals, and/or

person, firm, corporation or partnership which succeeds to the interest of owner as Declarant of Parkway Estates.

5. Maintenance Expense. "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of the retention basin and any other cost or expense incurred by the Association for the benefit and perpetuation of the Lake.
6. Lot. "Lot", as used in this Covenant 18, means and refers to the lots listed in section A.1 above.
7. Owner. "Owner" means and refers to the owner of a Lot.

1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of maintenance of the Lake within Parkway Estates, as the same may be placed from time to time including but not limited to, the payment of any necessary and management furnished with respect to labor, equipment, and management furnished with respect to the Lake. Each owner hereby covenants and agrees to pay to the Association:
- 1.1 A pro-rata share (as hereinafter defined) of the annual assessments fixed, established, and determined from time to time, as hereinafter provided.
- 1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.
2. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.
3. Pro-rata Share. The pro-rata share of each owner for purposes of this Section shall be the percentage obtained by dividing one by the total number of lots shown on the Plat or Plat of Parkway Estates, as the same may be recorded from time to time ("Pro-Rata Share").
4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.
5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to carry out the maintenance of the Lake, they may

7.1 The Board of Directors of Parkway Estates shall cause proper books and records of the levy, an annual and special Assessment to be kept and a lotter setting forth the utilities, which book each assessment levied on the Lake, which book be kept in the office of the Association and si the inspection of any Owner at all reasonable business hours. All assessments shall be levied by the Association upon the lots and upon the Owners or their designated representatives; provided that and in any event not less than thirty (30) days prior to the date of such Assessment or any later date such notice is mailed less than thirty (30) days prior to the date of such Assessment to which such payment of such Assessment shall not be deemed purpose if paid by the Owner within thirty (30) days of actual mailing of such notice.

- 7.2 The Association shall pro Owner or Mortgagee upon request a certificate an officer of the Association setting forth the Assessments levied and paid with respect to the Lake on the Mortgagee's Lot. As to hereon, such certificate shall be conclusive of any Assessments therein stated to have been levied and paid.
- 7.3 The Association shall not which it has received a written request for in the performance by an Owner of any obligation of the Association or this Declaration which sixty (60) days.
8. Non-payment of Assessments: Rem

- 8.1 If any Assessment is not due, then such Assessment shall be deemed together with any interest thereon and any other costs of collection thereof, to constitute a personal liability of the Owner of such Assessment, and shall be enforceable as such Assessment, and shall be the personal obligation of such Owner and all future successors of such Owner in such Lot; provided, however, that the lien of such Assessment on such Lot shall be subordinate to any mortgage on such Lot in date on which such Assessment becomes due.
- 8.2 If any Assessment upon fifteen (15) days after the due date, such Assessment shall be deemed to be in default, and interest of collection, thereof, including attorney's fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.
9. Adjustments. In the event that expended by the Association for Maintenance Expenses for that fiscal year, the amount of carrying over and become an additional basis of following fiscal year. Such deficit may be included in the budget for annual Assessment one or more special Assessments for such purpose of the Association. In the event that the

# RES PA

The undersigned, being the fee simple Owner of the following described real estate to wit:

Part of the Southwest Quarter of Section 35, Township 13 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of said Southwest Quarter Section;  
thence North 89 degrees 56 minutes 08 seconds West (assumed bearing) along the North line of said Quarter Section 804.84 feet;  
thence South 00 degrees 58 minutes 58 seconds West 1004.29 feet to the POINT OF BEGINNING of this described tract;  
thence continuing South 00 degrees 58 minutes 58 seconds West 643.30 feet to a point on the North line of Southway Subdivision, recorded in Plat Book "C", pages 606 A & B in the records of the Recorder of Johnson County, Indiana;  
thence South 89 degrees 50 minutes 20 seconds East along the North line of last said Southway Subdivision and a portion of the North line of Grabeel Subdivision recorded in Plat Book "C", pages 271 and 272 in the records of the Recorder of Johnson County, Indiana, 640.19 feet to the Southwest corner of Utterback Subdivision recorded in Plat Book 4, Page 57 in the records of the Recorder of Johnson County, Indiana;  
thence North 00 degrees 55 minutes 38 seconds East along the West line of last said Utterback Subdivision (and a portion of the West line of Deed Record 216, Page 846) 532.00 feet;  
thence North 65 degrees 50 minutes 58 seconds West 272.76 feet;  
thence North 78 degrees 17 minutes 41 seconds West 27.36 feet;  
thence North 03 degrees 33 minutes 27 seconds East 33.43 feet;  
thence North 89 degrees 01 minutes 02 seconds West 158.60 feet;  
thence South 49 degrees 51 minutes 00 seconds West 66.38 feet;  
thence North 89 degrees 01 minutes 02 seconds West 154.86 feet to the POINT OF BEGINNING of this described tract, containing 9.290 acres, more or less, subject to all pertinent rights-of-way, easements and restrictions.

hereby subdivides said real estate into lots and streets in accordance with this plat. Said subdivision is to be known as "PARKVIEW ESTATES, FIRST SECTION", a Subdivision in Bergersville, Johnson County, Indiana, consisting of 21 lots, numbered 27-47 inclusive, with streets as shown on said plat. The size of lots and the widths of the streets are shown in figures denoting feet and decimal parts thereof. All streets as shown on the plat and heretofore not dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easement" shown on said plat which are hereby reserved for Public Utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this Subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, shall be built, erected or maintained on said "Utility and Drainage Easement."

The lots in the Subdivision and the use of the lots in this Subdivision by present and the future Owners or Occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height an attached garage for not less than two (2) cars, and a storage building not to exceed one story in height and 160 square feet of floor area. Any storage building shall be located to the rear of the rear line of the dwelling structure. Said storage building shall conform to the design and exterior materials of the dwelling. Detached garages are not permitted on any lot. An attached garage for at least two (2) cars is mandatory.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan have been approved by the Developers or their appointed or designated Representative, as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling and not less than 900 square feet for a dwelling of more than one story, which shall have a total living area in both floors of not less than 1400 square feet. The interior of each house shall be in a finished, livable condition prior to an Issuance of an Occupancy Permit. All dwellings and attached garages shall have only masonry footings and foundations. No wood foundations shall be permitted. No pressed board material of masonite type or vertical aluminum siding shall be used on exterior construction of any dwelling.
4. All driveways shall be paved concrete or asphalt and no less than sixteen (16) feet in width, and that minimum width shall be maintained from the garage door to the street.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the Recorded Plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line, with the total side yard for both sides being not less than 27 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

# RESTRICTIVE PARKVIEW ESTATE BARGERSVILLE

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COMMENCING at the Northeast corner of the Northwest Quarter of said Southwest Quarter Section;  
thence North 89 degrees 56 minutes 08 seconds West (assumed bearing) along the North line of said Quarter Section 804.84 feet;  
thence South 00 degrees 58 minutes 58 seconds West 1004.29 feet to the POINT OF BEGINNING of this described tract;  
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The lots in the Subdivision and the use of the lots in this Subdivision by present and the future Owners or Occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height an attached garage for not less than two (2) cars, and a storage building not to exceed one story in height and 160 square feet of floor area. Any storage building shall be located to the rear of the rear line of the dwelling structure. Said storage building shall conform to the design and exterior materials of the dwelling. Detached garages are not permitted on any lot. An attached garage for at least two (2) cars is mandatory.

2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan have been approved by the Developers or their appointed or designated Representative, as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling and not less than 900 square feet for a dwelling of more than one story, which shall have a total living area in both floors of not less than 1400 square feet. The interior of each house shall be in a finished, livable condition prior to an Issuance of an Occupancy Permit. All dwellings and attached garages shall have only masonry footings and foundations. No wood foundations shall be permitted. No pressed board material of masonry type or vertical aluminum siding shall be used on exterior construction of any dwelling.

4. All driveways shall be paved concrete or asphalt and no less than sixteen (16) feet in width, and that minimum width shall be maintained from the garage door to the street.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the Recorded Plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line, with the total side yard for both sides being not less than 27 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.

7. Obstructions, fill, drives or fences which impede or alter the flow of drainage shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Bargersville Plan Commission.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No unsightly, noxious or offensive activity shall be permitted or carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats, and similar equipment shall not be kept or stored in the front building line. Lots and yards shall be kept mowed regardless of whether a home has been constructed on the lot. Owners of lots without houses shall be held responsible for trash, weeds and general conditions of the lots. Antennas, satellite dishes over twenty inches in size, masts or towers of any kind will not be permitted on any lot unless first approved by the Architectural Control Committee.

11. At no time shall any unlicensed, inoperative automobile or truck be stored or permitted on any lot outside of the garage.

12. No individual water supply system or sewage disposal system shall be permitted on any lot.

13. Any field tile or underground drain which is encountered in construction of any improvement within this Subdivision shall be perpetuated, and all Owners of lots in this Subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the Owner thereof.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. No fence or wall shall be permitted along any property line or in front of any residence between the front building setback line and the street right-of-way line.

15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose. Household pets does not include pot-bellied or midget pigs or hogs, exotic animals, and/or other animals that would normally be considered as livestock or zoo animals. Dogs shall not be allowed to roam free and shall be restrained on the owners lot or leashed.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. All utilities placed within this subdivision, whether private, public or individual shall be installed underground.

18. Parkview Estate, First Section, Lakeowners Association

## A. Establishment of Association

1. There is hereby established an incorporated not-for-profit Association to be known as Parkview Estates, First Section, Lakeowners Association ("Association"), consisting of all fee simple owners of lots 33, 34, 35, 36 and 37. Membership in the Association is mandatory on all Owners of said lots, and holding title to any of said lots is an irrevocable agreement on the part of the Owner to a member of the Association and in particular to abide by the provisions of this Covenant 18. The Association shall be responsible for maintenance of the Lake, including but not limited to weed control, trash removal and water flow from the lake after the lake and appurtenant facilities are completed by the Declarant to the approval of the Town of Bargersville.

## B. Definitions for purposes of this covenant.

1. **Assessment.** "Assessment" means the share of the Maintenance Expenses imposed upon each lot, as determined and levied pursuant to the provision of this Covenant.

2. **Association.** "Association" means the Parkview Estates, First Section, Lakeowners Association, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Covenant.

3. **Board of Directors.** "Board of Directors" means the Board of Directors of the Association elected pursuant to the Bylaws of the Association.

# STRICTIVE COVENANT PARKVIEW ESTATES FIRST SECTION BARGERSVILLE, INDIANA

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2. **Association.** "Association" means the Parkview Estates, First Section, Lakeowners Association, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Covenant.

3. **Board of Directors.** "Board of Directors" means the Board of Directors of the Association elected pursuant to the

4. **Declarant.** "Declarant" means owner, or any other person, firm, corporation or partnership which succeeds to the interest of owner as Declarant of Parkview Estates.

5. **Maintenance Expense.** "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of the retention Basin and any other cost or expense incurred by the Association for the benefit and perpetuation of the Lake.

6. **Lot.** "Lot", as used in this Covenant 18, means and refers to the lots listed in Section A.1 above.

7. **Owner.** "Owner" means and refers to the owner of a Lot.

## C. Covenants for maintenance assessments.

1. **Purpose of the Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of maintenance of the Lake within Parkview Estates, as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the costs of labor, equipment, material and management furnished with respect to the Lake. Each owner hereby covenants and agrees to pay to the Association:

1.1 A pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time, as hereinafter provided.

1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

2. **Liability for Assessments.** Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, 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 become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

3. **Pro-rata Share.** The pro-rata share of each Owner for purposes of this section shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Parkview Estates, as the same may be recorded from time to time ("Pro-Rata Share").

4. **Basis of Annual Assessments.** The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

5. **Basis of Special Assessments.** Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Maintenance Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such Special Assessments as it may deem necessary for meeting the Maintenance Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Maintenance Expense not provided for by the annual Assessments.

6. **Fiscal Year; Date of Commencement of Assessments; Due Dates.** The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence as to all Lots in Parkview Estates on the first day of the month following the Declarant's transfer of control of the Association to the owners pursuant to Section C.7 below. Declarant shall not be obligated to pay any Assessments prior to said transfer, but shall be obligated to pay all maintenance expenses prior to said transfer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year, shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time, by resolution, authorize the payment of such Assessments in installments.

# COVENANTS FIRST SECTION INDIANA

C-753B

**Grant.** "Declarant" means owner, or any other person or partnership which succeeds to the Declarant of Parkview Estates.

**Maintenance Expense.** "Maintenance Expense" means the cost to the Association for maintenance, repair, improvement and replacement of the Lake, or any other cost or expense incurred by the Association for the benefit and perpetuation of the Lake.

"Lot", as used in this Covenant 18, means and is defined in Section A.1 above.

"Owner" means and refers to the owner of a Lot.

## Assessments

**Levy of Assessments.** The Assessments levied upon the Owners shall be used exclusively for the purpose of the Lake within Parkview Estates, as the same may be from time to time, including, but not limited to, the cost of necessary insurance thereon and for the costs of operation, material and management furnished with respect to the Lake hereby covenants and agrees to pay to the Association.

A pro-rata share (as hereinafter defined) of the Assessments fixed, established, and determined from time to time after provided.

A pro-rata share (as hereinafter defined) of the Assessments fixed, established, and determined from time to time hereinafter provided.

**Liability for Assessments.** Each Assessment, including interest thereon and any costs of collection and attorneys' fees, shall be a charge on each Lot and shall be a lien from and after the due date thereof in addition upon each Lot. Each such Assessment, including interest thereon and any costs of collection and attorneys' fees, shall also be the personal liability of the Owner of each Lot at the time when the Assessment is due or any proceeding in lieu thereof shall be a lien on such Assessments as to payments which become due or transfer. No such sale or transfer shall be valid unless the personal liability hereby imposed. The liability for delinquent Assessments shall not pass to a subsequent owner unless such obligation is expressly assumed by the transferee.

**Pro-rata Share.** The pro-rata share of each Owner shall be the percentage obtained by dividing the total number of Lots shown on the Plat or Plats by the number of Lots owned by the Owner, as the same may be recorded from time to time.

**Levy of Annual Assessments.** The Board of Directors shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses coming fiscal year, together with a reasonable contingency and reserves of the Association. A budget shall be delivered to each Owner within thirty days of the beginning of each fiscal year of the Association.

**Levy of Special Assessments.** Should the Board of Directors at any time during the fiscal year levy special Assessments levied with respect to such year are for the Maintenance Expenses for such year, the Board of the Association may, at any time, and from time to time, levy such Special Assessments as it may deem necessary for the Maintenance Expenses. In addition, the Board of the Association shall have the right to levy from time to time, one or special Assessments for the purpose of paying for any unanticipated expenses not provided for by the annual Assessments.

**Fiscal Year: Date of Commencement of Assessments.** The fiscal year of the Association shall be established by the Board of Directors and may be changed from time to time by action of the Board. The annual Assessments provided for herein shall apply to all Lots in Parkview Estates on the first day of the fiscal year following the Declarant's transfer of control of the Parkview Estates to the Owners pursuant to Section C.7 below. Declarant shall be obligated to pay any Assessments prior to said transfer. The first annual Assessment for each Lot shall be due for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year, shall be due on the first day of each fiscal year of the Association. The annual Assessments shall be due and payable in full from time to time, except that the Association may from time to time, authorize the payment of such Assessments in

## Duties of the Association

7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each assessment applicable thereof, which books and records shall be kept in the Office of the Association and shall be available for the inspection and copying by each Owner or duly authorized representative of any Owner at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

7.2 The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

7.3 The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by an Owner of any obligation under the By-Laws of the Association or this Declaration which is not cured within sixty (60) days.

## Non-payment of Assessments: Remedies of Association

8.1 If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on enforceable as a personal liability of the Owner of such Lot as the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot: provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

8.2 If any Assessment upon Lot is not paid within fifteen (15) days after the due date, such Assessment and all costs of collection, thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgments rendered in the State of Indiana at the time such Assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys fees.

9. **Adjustments.** In the event that the amounts actually expended by the Association for Maintenance Expenses in any fiscal year exceed the amounts budgeted and assessed for Maintenance Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Maintenance Expenses in any fiscal year exceed the amount actually expended by the Association for Maintenance Expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

## Organization and duties of Association

1. **Organization of Association.** The Declarant shall establish the Association to be organized as an incorporated not-for-profit Association under the laws of the State of Indiana, to be operated in accordance with By-Laws, which have been prepared or will be prepared by the Declarant.

2. **Membership.** The members of the Association shall consist of the Declarant and the Owners of Lots in Parkview Estates as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

The Association shall have two classes of voting membership:

Class A. Class A member shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. 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.

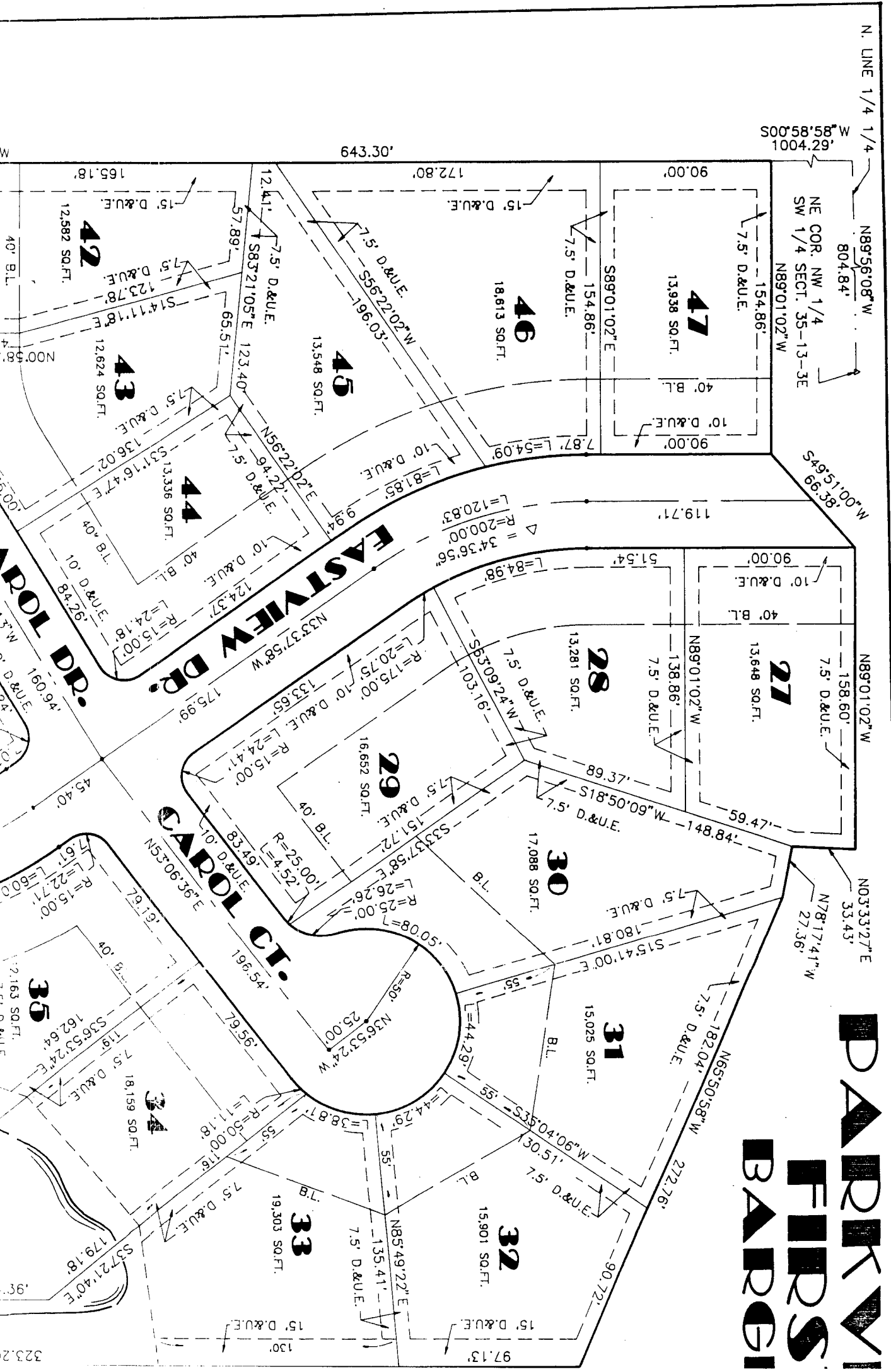


MAJOR  
LAND SURVEYING

ENGINEERING ■ SURVEYING ■ LAND PLANNING

435 East Main Street, Suite C, Greenwood, Indiana 46143

# DARKY FIELDS BARREN



SOUTHWAY

35

34

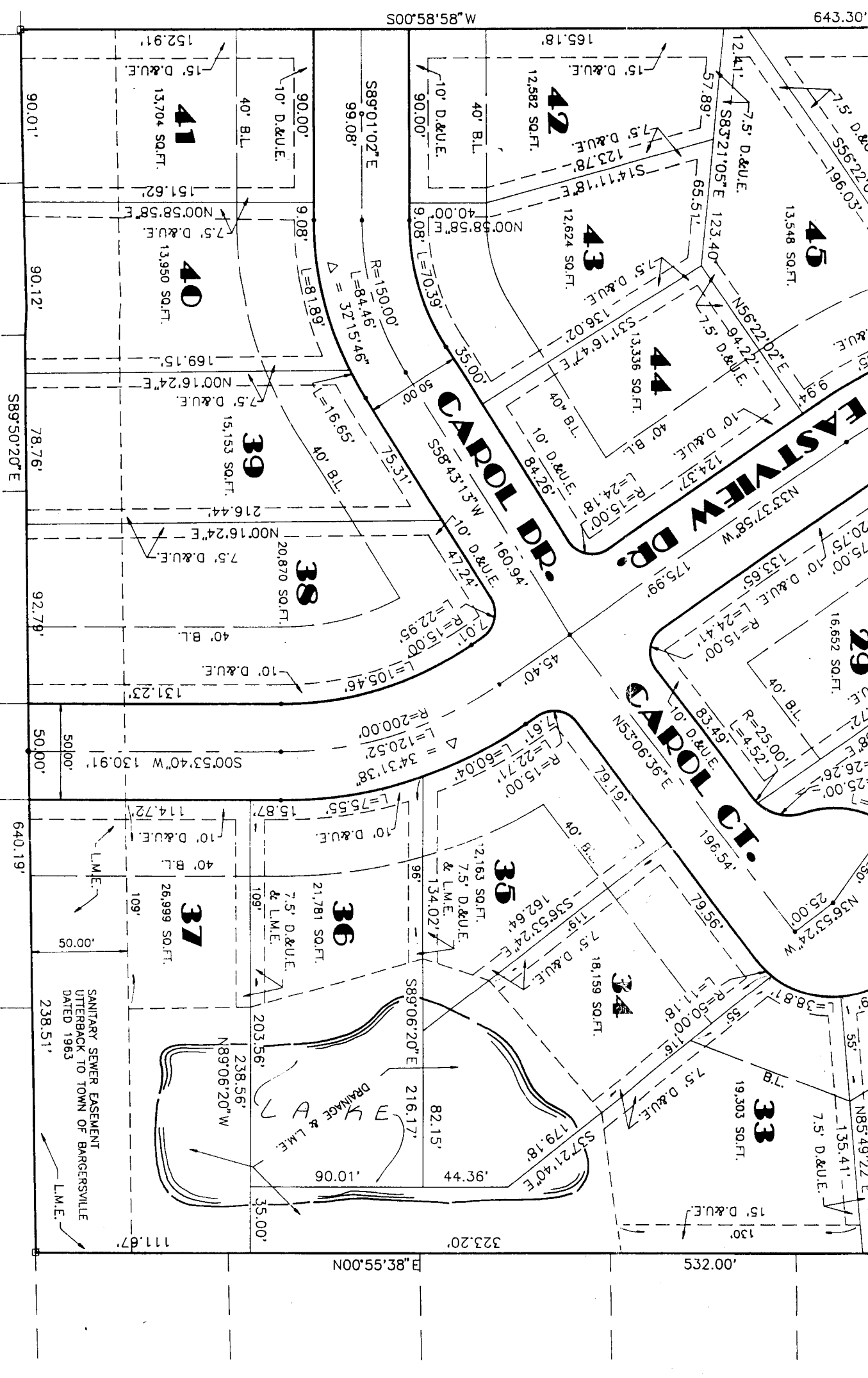
33

32

31

30

GRABEEL SUB.



643.30'

S00°58'58"W

7.5' D.&U.E.  
S56°22'00"E  
196.03'  
13,548 SQ.FT.

45  
13,548 SQ.FT.

12.41'  
S85°21'05"E  
123.40'

43  
12,624 SQ.FT.

N56°22'02"E  
94.72'  
10' D.&U.E.  
R=15.00'  
L=24.18'

44  
13,336 SQ.FT.

N33°37'58"W  
175.99'  
10' D.&U.E.  
R=15.00'  
L=24.41'

29  
16,652 SQ.FT.

N5°30'35"E  
83.49'  
10' D.&U.E.  
R=25.00'  
L=43.21'

33  
19,303 SQ.FT.

N85°49'22"E  
135.41'  
7.5' D.&U.E.  
R=50.00'  
L=11.18'

33  
19,303 SQ.FT.

15' D.&U.E.  
130'

532.00'

165.18'  
15' D.&U.E.  
12,582 SQ.FT.

42  
12,582 SQ.FT.

S14°11'18"E  
126.24'  
7.5' D.&U.E.  
R=15.00'  
L=24.18'

43  
12,624 SQ.FT.

N00°58'58"E  
40.00'  
10' D.&U.E.  
R=15.00'  
L=22.95'

35  
2,163 SQ.FT.

S37°21'40"E  
179.18'  
7.5' D.&U.E.  
R=50.00'  
L=11.18'

34  
18,159 SQ.FT.

323.20'

40' B.L.  
10' D.&U.E.  
90.00'

40' B.L.  
10' D.&U.E.  
90.00'

10' D.&U.E.  
R=15.00'  
L=22.95'

38  
20,870 SQ.FT.

S00°53'40"W  
130.91'  
50.00'  
50.00'

36  
21,781 SQ.FT.

S89°06'20"E  
216.17'  
82.15'

37  
26,999 SQ.FT.

E 88°55'33"N

90.00'  
10' D.&U.E.  
40' B.L.

9.08'  
R=1500.00'  
L=84.45'  
L=32.15.45'  
L=81.89'

40' B.L.  
15.153 SQ.FT.

39  
15,153 SQ.FT.

10' D.&U.E.  
R=15.00'  
L=105.46'

36  
21,781 SQ.FT.

203.56'  
238.56'  
N89°06'20"W

37  
26,999 SQ.FT.

111.67'

152.91'  
15' D.&U.E.  
13,704 SQ.FT.

41  
13,704 SQ.FT.

169.15'  
N00°58'58"E  
7.5' D.&U.E.  
R=15.00'  
L=24.18'

40  
13,950 SQ.FT.

131.23'  
10' D.&U.E.  
R=15.00'  
L=105.46'

37  
26,999 SQ.FT.

109'

36  
21,781 SQ.FT.

640.19'

90.01'

90.12'

78.76'

92.79'

50.00'

640.19'

238.51'

111.67'

323.20'

S89°01'02"E  
99.08'

90.01'

S89°50'20"E

50.00'

50.00'

640.19'

238.51'

111.67'

323.20'

90.00'

9.08'

7.5' D.&U.E.

40' B.L.

10' D.&U.E.

40' B.L.

109'

109'

640.19'

90.00'

9.08'

7.5' D.&U.E.

40' B.L.

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40' B.L.

10' D.&U.E.

40' B.L.

109'

109'

640.19'