DECLARATION POR COVENANTS, SOUTHCREEK SECTION I RESTRICTIONS

ARTICLE ONE: SCHDIVISION OF REAL ESTATE

- REAL ESTATE CONSISTS OF APPROXIMATELY 29.16 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, WARION COUNTY, INDIANA (THE "REAL ESTATE"), WHICH IS CURRENTLY OWNED BY THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION (THE "DEVELOPER") AND THE DECLARANT HEREIN. THE SOUTHCREEK DEVELOPMENT CO. HEREBY PLATS, SUBDIVIDES, AND DEDICATES THE REAL ESTATE INTO LOTS, STREETS, AND COMMON AREAS IN ACCORDANCE WITH THE PLAT TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCREEK, SECTION I" (THE "SUBDIVISION"). THE STREETS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO PUBLIC USE. STREETS, AND WHICH THIS STR...
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 SOUTHCREEK, THE SUBJECT
- DECLARATION I QUALITY, AND SUBDIVISION R PURPOSE OF DECLARATION IS TO ENHANCE AND PROTECT ! ID DESIRABILITY OF THE LOTS AVENUE AS "SOUTHCREEK, SECTI TION. THE PURPOSE OF THIS PECT THE VALUE, ATTRACTIVENESS, OTS AND TRACTS CONSTITUTING THE SECTION I.
- 1.3 DE
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 WHO NOT SIHT NSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND PIED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE SPIT OF THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITY NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS THEREOF. DECLARATION SHALL BECOME EFFECTIVE UPON ITS RECORDATION IN PUBLIC RECORDS OF MARION COUNTY, INDIANA.
- 1.4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND PROW TIME TO TIME, TO PLAT AND/OR REPLAT ALL OF THE PROPERTY, AND TO PILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THERETO, WITH RESPECT TO ANY UNDEVELOPED PORTIONS OF OR ADDITIONS TO THE SUBDIVISION. DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT:

 (1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION;

 (2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINCLE FAMILY RESIDENTIAL LOTS;

 (3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND, AND SHALL BE ADDITIONAL LAND, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECCHE SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION, INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PROPATA SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OF PROM TIME TO TIME OF ALL OR ANY PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. DEVELOPER RESERVES THE RIGHT TO SO AMENI AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR DEFEND OF ANY OWNER AND/OR MORTGAGES OF LAND IN THE 5 HEDIVISION.

- 2.1 PERMITTED USE. THE PROPERTY SUBJECT AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY UNITS AND FOR NO OTHER PURPOSE. TO THESE COVENANTS RESIDENTIAL LIVING
- CONDITION OF CONSTRUCTION. R SHAL OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH LL, AT HIS SOLE COST AND EXPENSE, WAINTAIN AND REPAIR NICE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL
- GRANTS TO THE OWNERS, THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS. FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND HAINTAIN SPOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE, THOSE AREAS DESIGNATED AS DESINAGE AND UTILITY EASEMENTS ("D & U.E.") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED ON ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE BASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS, AND CABLE TELEVISION. THE TERM "UTILITY SERVICES SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER SAY. (AND THEIR-APPILIATES) AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDING HAY BE ERBCTED ON ANY LOT AND NO BUSINESS MAY BE CONDUCTED ON ANY PART THEREOF.

(B) ARCHITECTURAL APPROVAL. IMPROVEMENT SHALL BE ERECTED UPON I ARCHITECTURAL REVIEW BOARD (THE "ARE PROVIDED. NANY LOT WITHOUT ARB") APPROVAL AS HEREIN

PROVIDED.

PRACTIONAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH OME OR MORE CONTIGUOUS LOTS UNDER THEREOF IS CONSOLIDATED WITH OME OR MORE CONTIGUOUS LOTS UNDER DNE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION OR SUBDIVISION OR SUBDIVISION OR SUBDIVISION OR SUBDIVISION OF SUBDIVIDED OF SUBDIVIDED LOT SECONE CONSOLIDATED IN THE PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT, AND THE OWNER THEREOF, TO AND WITH WHICH ALL OR TOTAL DE AND ECOME PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT, AND THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED IN THE EVENT THAT ONE OR MORE LOTS ARE DEVELOPED AS A UNIT, THE PROVISIONS OF THESE COVERANTS AND RESTRICTIONS WITH THE EXCEPTION OF ASSESSMENTS SHALL APPLY THERETO AS A SINGLE LOT. NO DEELLING OR OTHER STRUCTURE OR IMPROVEMENT SHALL BE ERECTED, ALTERD, PLACED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT LEAST ONE (1) THE PLATED LOT ACCORDING TO THE PLAT.

(D) TEMPORARY BUILDINGS. NO TENTS, TRALLERS, VANS, SHALLS BE PLATED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT LEAST ONE (1) THE NUTTEN CONSENT OF THE ARB.

(E) ANTERINAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXCEPT FOUR-WHEEL PASSENGER AUTOMOBILES AND PICKUP THE VERY.

(E) BOATS AND PICKUP THE VERY. SHALL BE PLACED, RECREATIONAL PROPORT VEHICLES. NO BOATS, RECREATIONAL OR THE SUBDIVISION WITHOUT THE WRITTEN CONSENT OF THE ARB.

(B) ARTERICA CONSENT OF THE ARB. EXCEPT WITHIN A BUILDING THE WRITTEN CONSENT OF THE ARB.

POTALLY ISOLATED FROM PUBLIC VIEW.

(G) TREES. NO TREE OR SHOUD. THE TRUNK OF WHICH EXCEEDS TO ANY LOT THE WRITTEN CONSENT OF THE ARB.

(G) TREES. NO TREE OR SHOULD. THE TRUNK OF WHICH EXCEEDS TO ANY LOT THE WRITTEN ANY LOT THE WRITTEN ARB.

(H) ARTITECIAL VEGETATION, NO ARTIFICIAL GRASS, PLANTS OR CTHERWISE DATATION SHALL BE PLACED OR MAINTAINED UPON THE ARB.

PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTONOBILE STORAGE SHALL BE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTONOBILE STORAGE AREA DEON THE LOT. NO CARPORTS SHALL BE PERMITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE TWO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE MAINTAINED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT. REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED. PERMANENTLY ENCLOSED OR CONVERTED

SHALL BE HAISED, BRED, OR KET ON ANY LOT OR ONLY TO ANY KIND ARRAS. HOWEVER, DOES, CATS AND OTHER COMMON MODERAL BUSINESS SUBJECT TO SUCH RILES AND REGULOUSEHOLD ECOMMON ADDRESS ON LOTS SUBJECT TO SUCH RILES AND REGULOUSEHOLD ECOMMON ADDRESS ON THE ASSOCIATION, SO IGNA STREY ALRAY DE ALLOWED TO RUM LOGE AT ANY TIME.

OR CHIER MASSTE MATERIAL SHALL BE REDT ON ROBERTH, TRASH, CARBAGE ON ANY LOT UNLESS APPROVED BY THE ASHOLT REGULOUSE ON ANY LOT ON RUM LOGE AT ANY TIME.

ON ANY COMMON AREA, EXCEPT IN SANITARY COMTAINESS LOCATED IN COMER LOTTING WHICH OBSTRUCTS SIGHT LINES AND FLANTING WHICH AREA PROPERTY LINE THE FLANGING REPAY OR LAND YHE CASE OF A ROUNDED PROPERTY COMMAN SHALL BE CHAPTED TO REMAIN ON ANY CORREA LOT WITHIN THE TRANSLULAR AND FRANCES. OR LITTLE THE ENDOW THE STREET PROPERTY LINE SHALL BE DESCRIBED TO REMAIN ON ANY CORREA LOT WITHIN THE TRANSLULAR AND ALLIEV PAYER THE BROOK OF A STREET FROM THE ROUNDED PROPERTY COMES, FROM THE STREET PROPERTY LINE SHALL BE DESCRIBE AND MANY CORREA LOT WITHIN THE TRANSLULAR AND ALLIEV PAYER THE BROOK OF A STREET FROM THE FATERESPETY OF A MUSCAGE OF A FRENCH DISPARCES OF A CHEET HINDER AND ALLIEV PAYER OF A STREET FROM THE FATERESPETY OR OURSTION SANDLAYS AND ALLEY PAYER AND WALLESS THE FROM THE STREET PROPERTY LINE SHALL BE DONE OF A REFERENCE OF A STREET FROM THE FATERESPETY OR OURSTION SANDLAYS AND ALLEY HAVE BE OR BECOME OF A STREET FROM THE STREET FROM THE FATERES FRANCES OF A STREET FROM THE FATERES FRANCES OF A STREET FROM THE FATERES FRANCES OF A STREET FROM THE STREET FROM THE FATERES FRANCES OF A STREET FROM THE FATERES FRANCES OF A STREET FROM THE FATER HANDLAY BE OF REVENTED BY THE STREET FROM THE FATER HANDLAY BE OF REVENTED TO THE

SHALL BE ALLOWED TO BE PLACED OR SUPPERED TO REHATN AWYWHERE THEREON; AND IN THE EVENT THAT ANY OWNER SHALL PAIL OR REPUSE TO OTHER USE INTER OF WEEDS, UNDERBRUGH OR REPUSE FILES, OR ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTER SHALL NOT BE DEFINE A THE EXPENSE OF THE OWNER, AND SUCH ENTER SHALL NOT BE DEFINED.

TRANSPERES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPER, ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL OF THE SUBDIVISION. THE COMPLETION OF THAT ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION IS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSPERES, OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY CONSTRUCTION OF ANY SALE, LEASE OR OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL THE WORKS, "ITS TRANSPEREES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS IMPROVED WITH COMPLETED RESIDENCES.

ARTICLE THREE: CONNON AREAS

- 3-1 DESIGNATION OF CONNON ARRASED ALL AREAS IGNATED AS SUCH SHALL BE KNOWN AS "COMMON AREAS" HAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE. AND THEIR PLAT 3S0
- TITLE TO THE COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT WHICH DEVELOPER OWNS IN THE SUBDIVISION, DEVELOPER OF THE CONVEY THE COMMON AREAS TO THE ASSOCIATION SUBJECT TO TAXES FOR THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS RESERVATIONS AND EASEMENTS OF RECORD; AND A RESERVATION HEREBY PERPETUALLY RESERVED TO THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON UTILITY EASEMENTS, EASEMENTS OF DRAINAGE, AND INGRESS AND EGRES! EASEMENTS AS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF ADDITIONAL LANDS OWNED OR TO BE OWNED BY THE DEVELOPER LOCATED IN SECTION 23, PERRY TOWNSHIP MARION COUNTY, INDIANA.
- NON-EXCLUSIVE COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLA? WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO SUCH LOT, SUBJECT TO THE POLLOWING:

 (1) THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEPS AS ARE REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES AGAINST PORECLOSURE;

 (2) ALL PROVISIONS OF THE ASSOCIATION, THE PLAT, AND THE ARTICLES AND BY-LAWS OF THE ASSOCIATION;

 (3) RULES AND REGULATIONS GOVERNING THE USE AND ENJOYMENT OF THE COMMON AREAS ADOPTED BY THE ASSOCIATION;

 (4) RESTRICTIONS CONTAINED ON THE PLAT OF ALL OR ANY PART ANY PART OR PARTS OF THE PROPERTY;

 (5) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE PACILITIES AS SHOWN ON THE PLAT; AND

 (6) A RESERVATION HEREBY PERPETUALLY RESERVED TO DEVELOPER, NON-EXCLUSIVE EASEMENTS, FOR THE RIGHT TO USE AND ENJOY THE SAME OWNED AND TO BE OWNED BY DEVELOPER LOCATED IN SECTION 23 PERRY TOWNSHIP, MARION COUNTY, INDIANA.

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3.4 RIGHTS 30 COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE HOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR ON ANY DATE TO PERFORM SUCH NAINTENANCE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL DEVELOPER, OR ANY OWNER OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, MOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

ARTICLE FOUR: ARCHITECTURAL CONTROL

- IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION. ANY BUILDING, PENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORÁTIVE BUILDING, LANDSCAPE DEVISE OR OBJECT, SHALL BE COMMENCED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT, WOR SHALL ANY ADDITION, CHANGE OB ALTERATION THEREIN OR THEREOP BE MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WRITING BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY AND AS TO CONFORMANCE WITH THE ARCHITECTURAL PLANNING CRITERIA AS SET FORTH HEREIN
- 4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESE ARCHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATED PURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT; THAT THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLAN; AND, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BE MAINTAINED.
- AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ASSOCIATION. THE BEBERS, WHO WEED NOT BE HEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE REMBERS OF THE BEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE REMBERS OF THE BARB, OR SUCH LESSER NUMBER AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER WAY RELINQUISH THE RIGHT TO APPOINT. AND MALL-MEMBERS OF THE ARB APPOINTED BY, AND SHALL SERVE AT THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY TIME THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE OR WORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (I) ARCHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY OF THE ARB, AND THE ACTION OF THE BOARD SHALL CONSTITUTE A QUORUN TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ROARD, SHALL CONSTITUTE THAT DEVELOPER, SHALL BE FILLED BY THE BOARD OF DIRECTORS; EXCEPT THAT DEVELOPER, TO THE EXCLUSION OF THE BOARD, SHALL PILL MY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL ANY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL ANY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL ANY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL ANY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL PILL MY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL PILL ANY VACANCY CREATED BY DEATH, TO THE EXCLUSION OF THE BOARD, SHALL PILL ANY VACANCY CREATED BY DEATH, ATION, REP

OF BOARD. THE ARE SHALL HAVE THE

OP ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, PENCE, WALL, SWIMMING POOL, TENNIE, COURT, SCREEN ENCLOSURE, SEWER, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OF OBJECT, OR OTHER IMPROVENENT OR CHANGE OR MODIFICATION OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION; AND TO APPROVE OR DISAPPROVE ANY LOT IN THE SUBDIVISION; CHANGES, CHANGES, MODIFICATIONS OR ALTERNATIONS THEREIN OR THEREOH. ALL DECISIONS OF THE AND SHALL BE SUBBITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE THE ASSOCIATION. AND EVIDENCE THEREOF MAY BE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ABS BRALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION. WITHIN THIRTY (30) DAYS OF SUCH DECISION. FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LINGTATION, ANY STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LINGTATION, ANY STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LINGTATION, ANY SEMER, RAIN, DISPOAL, STRUCT, DECORATIVE BUILDING, LANDSCAPE SEMER, RAIN, DISPOAL, STRUCT, DECORATIVE BUILDING, LANDSCAPE SEMER, AND ALSO REQUIRE SUBMISSION OF SANPLES, OF BUILDING PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT, AND HAY REQUIRE SUCH HATERIALS PROPOSED FOR USE ON ANY LOT, AND HAY REQUIRE SUCH HATERIALS PROPOSED FOR USE ON ANY LOT, AND HAY REQUIRE SUCH HATERIALS PROPOSED FOR USE ON ANY LOT, AND HAY REQUIRE SUCH HATERIALS PROPOSED FOR USE ON ANY LOT, AND HAY REQUIRE SUCH HATERIALS PROPOSED FOR USE ON ANY LOT, AND HAY REQUIRE SUCH HATERIALS PROPOSED FOR USE ON ANY LOT, AND HAY REQUIRE OF THE RACHIFECTURAL PLANNING CRITERIA. ANY MODIFICATION AND THE AMENDMENT TO THE ASSOCIATION MODIFICATION. AND SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL BE AND HOLD FICATION, SHALL BE DELIVERED TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE ASSOCIATION, PROVIDED THAT, THE DELIVERY TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE ASSOCIATION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF THE ASSOCIATION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CANUE OR HODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE PEES FOR PROCESSING REQUESTS FOR ARE APPROVAL OF PROPOSED INFORMALS.—SUCH FEES, FREQUESTS FOR ARE APPROVAL OF PROPOSED INFORMATS.—SUCH FEES, FREQUESTS FOR ARE APPROVAL OF PROCESSING AND STRUCTURE ASSOCIATION, IN CASH, AT THE TIME THAT PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE ARE.

ARCHITECTURAL PLANNING CRITERIA

PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SIRGLE-PANILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2), NOR MORE THAN THREE (3) CARS. NO SINGLE STORY LESS THAN TWO (2), NOR MORE THAN THREE (3) CARS. NO SINGLE STORY DWELLING SHALL HAVE A GROUND PLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SHALL HAVE A GROUND PLOOR LIVING AREA (EXCLUSIVE OP OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN TWO THOUSAND LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN THIRTY-FIVE (2,000) SQUARE PEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT. UNLESS APPROVED BY THE AREA AS TO USE, (35) FEET IN HEIGHT. UNLESS APPROVED BY THE RESIDENTIAL ROOM MAY BE CONSTRUCTED SEPARATE AND APART FROM THE RESIDENTIAL DWELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED PRIOR TO CONSTRUCTION OF THE MAIN RESIDENCE DWELLING.

NOR SHALL CONSTRUCTION COMMENCE IN ANY MANNER OR RESPECT, DURPOSE OF THE BUILLING IS APPROVED BY THE ARB. IT IS THE LAYOUT FOR THE BUILLING IS APPROVED BY THE ARB. IT IS THE JUNELCESSARLY BISTURBED AND THAT THE HOME IS PLACED ON THEES ARE ITS HOST ADVANTAGEOUS POSITION.

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170 HOST ARBA COLOR ELAN SHOWLING THE COLOR OF THE LOT IN THE LOT IN THE ARB A COLOR PLAN SHOWLING THE COLOR OF THE MORE IS FLACED ON THE LOT IN TO HOST THE RESPECT, TRIMS, ETC. THE ARB SHALL HAVE FINAL FIRMS, TRIMS, ETC. THE ARB SHALL CONSIDER THE EXTERIOR FITTH THE NATURAL COLOR SCHEME OF AND FOR THE COLOR PLAN IS CONSISTENT WITH THE HOMES IN THE SURDUNDING AREAS AND THE EXTERN TO WHICH THE COLOR PLAN CONFORMS IN THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE THE SECOND STORY OF A THORSON OF THE ARB, ALL DWELLING MATERIALS.

SIDING SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS.

SIDING SHALL BE PERMITTED.

APPROVED BY THE ARB. SUCH AREAS PORCHES, GARAGES AND PATIOS. THERE SHALL NOT BE PERMITTED UNLESS ON THE ENTIRE MAIN BODY OF THE BUILDING, PROVIDED THAT ROOFS HAY DESIGN. WO BUILT-UP ROOFS SHALL BE PERMITTED.

ON THE ENTIRE MAIN BODY OF THE BUILDING, PROVIDED THE ARB OPSIGN. WO BUILT-UP ROOFS SHALL BE PERMITTED. THE ARB ASSULT OF THE BAND ASPHALT OR PAGES SHALL BE PERMITTED. THE ARB ASSULTS. THE ARB.

ON THE ENTIRE MAIN BODYS SHALL BE PERMITTED. THE ARB ASSULTS. THE ARB.

ON THE BUILDING, PROVIDED THE MAIN ASPENDED HONGES SHALL BE PERMITTED. THE ARB ASSULTS. THE ARB.

ON THE BUILDING, PROVIDED THE MAIN ASPENDED HONGES SHALL BE PERMITTED. THE ARB ASSULTS. SHALL BE PERMITTED. THE ARB ASSULTS. SHALL BE PERMITTED. THE ARB ASSULTS. SHALL BE PERMITTED. THE ARB.

ON THE STRUCK SHALL BE PERMITTED. THE ARB ASSULTS. SHALL BE PERMITTED. THE COMPOSITION APPROVED BY THE ARB. SHALL BE PERMITTED. THE COMPOSITION APPROVED BY THE COMPOSITION APPROVED BY THE COMPOSITION APPROVED BY THE COMPOSITION APPROVED BY THE COMPOSITION APPROVED BY

OF ANY PRINCES AND WALL TO BE CONSTRUCTION, LOCATION AND HERGHY OF ANY PRINCE OF WALL TO BE CONSTRUCTED ON MAY LOCATION AND HERGHY SUBJECT TO THE APPROVAL OF THE ARB. THE LACK SHALL BEQUIRE THE COMPOSITION OF ANY PROCESS OF THE CARS SHALL BEQUIRE THE COMPOSITION OF ANY PROCESS OF THE CONSISTENT WITH THE HOTELIAL USED, IN THE SUBGROUNDING HOMES AND OPHER PROCESS IF ANY.

(1) SWIMMING PROCESS OF ANY LANDSCAPE PAIN AND LAYOUT PLAN (2) SWIMMING POLICY OF ANY LANDSCAPE PAIN AND LAYOUT PLAN (2) THE POLICY HIS GREEN WHERE POSITIOLS. ANY SUBMITHE POLICY THE POLICY HAD ALL TO PRESENTE ON ANY LOT SHALL BE SUBJECT TO THE POLICY HAD ALL TO PRESENTE ON ANY LOT SHALL BE SUBJECT TO THE POLICY HAD ALL THE POLICY OF THE DESCRIPT OF THE AND THERE POSITION.

(2) THE OUTSIDE ENGE OF ANY POOL MALL MAY NOT BE CLOSER THAN A LINE EXTENDED AND ALICHED HAD ALCHED THE THE SIDE WALLS OF THE DWELLING. (3) NO SCREENING OF POUR AREA HAY STAND BEYOND UNLESS APPROVED BY THE ARBY (4) POOL SCREENING. MAY SOND BE ALL MAY NOT BE AND CONSTRUCTION OF TENNES OR BADHINTON COURTS WEST BE REPROVED AND ALICHED HAD ALICY OF THE DWELLING. (5) LOCATION FOR THE STRUCTH OF THE SUBGROUND TO THE STRUCTH ON THE STRUCTH OF THE SUBGROUND TO THE STRUCTH ON AREA MAY CONTROLLED BY THE ARBY (4) POOL SCREENING. MAY NOT BE AND CONTRUCTION OF TENNES ON A TREAT HAD COURTS WHIST BE ALLOWED.

(4) ARD CALESTA DEPENDENT OF THE SUBGROUND TO THE SUBJECT WAS THEN AND THE SUBJECT WAS THE ARBY (5) LOCATION OF THE ARBY AND THE SUBGROUND TO THE SUBJECT WAS THE MAY LOCATION OF THE SUBJECT WAS THE MAY LOCATION OF THE SUBJECT WAS THE SUBJECT WAS THE AREA MAY LOT BE REFER IN SALLES BY THE MAY NOT BE AND COURTS SHALL BE KEET IN SALLES DON ANY LOT SHALL BE USED OR AND CHART AND THE ARBY (7) NO ADOVE GROUND THE REAL BY EXCLUSIVE OF THE THE ARBY AND THE ARBY (7) NO ADOVE GROUND THE REAL BY EXCLUSIVE OF THE SUBJECT WAS THE AREA THE COMMANDAL AND THE ARBY (7) AND ADDITIONAL THE AREA OF THE ARBY (7) AND THE AR

(P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR

RESULTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS
BETWEEN TWO. (2) AND SIX (6) PERT ADOUGHT LINES AND ELEVATIONS
PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE
CONNECTING THEM AT POINTS THEMAIN ON ANY CORNER LOT WITHIN THE
CONNECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED
WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVENET. NO TREES SHALL BE
PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS
OBSTRUCTION OF SUCH SIGHT-LINES.
UTILITIES, INCLUDING, BUT NOT LIMITED FOO, WATER, ELECTRICITY,
CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH DISTANCES OF SUCH INTERSECTIONS ONLESS
OBSTRUCTION OF SUCH SIGHT-LINES.
UTILITIES, INCLUDING, BUT NOT LIMITED FO, WATER, ELECTRICITY,
CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE
ONSIDERED TO THE GOVERNING UTILITY AUTHORITY.

(S) BUILDING SET-BACKS.
UTILITY EACH OF THE DISTANCES OF SUCH INTERSECTIONS ONLESS
OBSTRUCTION OF SUCH SIGHT-LINES.

(S) BUILDING SET-BACKS.

UTILITY TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE
CONSIDERED TO THE GOVERNING UTILITY AUTHORITY.

(S) BUILDING SET-BACKS.

TWENTY-FIVE (25) FEET IN PRONT, TWENTY-FIVE (25) FEET IN THE
CONSIDERED TO HAVE TWO FROMTS AND TWO SIDES. ALL MEASUREMENTS
ARE TO THE BASE OF THE DISTANCE AND TWO SIDES. ALL MEASUREMENTS
ARE TO THE EXTERNOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT
THE WATTERN APPROVAL OF THE AND SIDES. ALL MEASUREMENTS
BE DELIVERED IN WRITING TO THE BAB'S APPROVAL OR DISAPPROVAL AS
BE DELIVERED IN WRITING TO THE BAB'S APPROVAL OR DISAPPROVAL AS
BE DELIVERED IN WRITING TO THE BAR'S APPROVAL OR DISAPPROVAL AS
BE DELIVERED AND TO THE LOT OWNER SUBMITTING THE SAME. IN THE
EVENT THE ARB PAILS TO APPROVE OR DISAPPROVE PLANS AND
IN ANY EVENT, IF NO SUIT TO EMJON THE CONSTRUCTION HAS BEEN
FULLY COMPLIED WITH.

ARTICLE PIVE; THE BONEOWNER'S ASSOCIATION

- 5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCORPORATED ASSOCIATION UNDER THE INDIANA NOTFOR-PROFIT CORPORATION ACT AND SHALL BE GOVERNED IN ACCORDANCE WITH SAID ACT AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.
- RIGHTS, AS A LOT WHICH IS 5.2 MEMBERSHIP & VOTING. EVERY PERSON OR ENTITY WHO IS A RECORD FEE SIMPLE OWNER OF A LOT, INCLUDING THE DEVELOPER, AT ALL TIMES SO LONG AS IT OWNS ALL OR ANY PART OF THE PROPERTY SUBJECT TO THIS DECLARATION, SHALL BE A MEMBER OF THE ASSOCIATION PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST ONLY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER. MEMBERSHIP SHALL BE APPURTENANT TO, AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY ARE SUBJECT TO ASSESSMENT. THE ASSOCIATION SHALL I OF MEMBERSHIP, WHICH CLASSES SHALL HAVE SUCH VO RE SET FORTH IN THE ARTICLES OF INCORPORATION OF VOTING OF THE

ARTICLE SIX: HAINTENANCE ASSESSMENTS

- DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HEREBY COVENANTS AND EACH OWNER BY IT WITHIN THE SUBDIVISION, DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE) INCLUDING ANY PURCHASES AT A JUDICIAL SALE, SHALL HEREAFTER BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY ANNUAL ASSESSMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS; SUCH ASSESSMENTS THEREON FROW THE DUE DATE AT THE RAPOR TIME OF THE INTEREST THEREON FROM THE DUE DATE AT THE RAPOR TIME (10%) PER ANNUM, AND COSTS OF COLLECTED FROM THE PERCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREOF LAND AND SHALL BE ACOMTINUING LIEN UPON THE LOT(S) AGAINST WHICH EACH SUCH ASSESSMENT IS MADE, AND SHALL BE CHARGED ON THE LOBLIGATION OF THE OWNER, NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR BY ABANDONHENT, OR OTHERWISE. LIEN AND EACH LOT OW OBLIGATION POR ASSESSMENT. A ANY
- AS HEREINAPTER PROVIDED, THE ANNUAL ASSESSMENT, EXCEPT AS HEREINAPTER PROVIDED, THE ANNUAL ASSESSMENT, EXCEPT SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN NO EVENT EXCEED \$100.00, PER LOT, PER ANNUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BOARD IN ACCORDANCE WITH THE PROJECTED PINANCIAL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED PINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE MAXIMUM AMOUNTS DETERMINED IN ACCORDANCE NICREASED OR DECREASED PROM THE ANOUNT HEREIN SET FORTH. ALL REGULAR AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS SHALL BE ADVISION IS FIXED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO BE THE DATE OF COMMENCEMENT. THE PIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REHAINING IN THE CALENDAR YEAR. AUTHORISING SUCH ASSESSMENT SHALL BE ADJUSTED ACCORDING TO PANY ASSESSMENT SHALL BE FIXED IN THE CALENDAR YEAR. ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL, AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED. EXCLUSIVELY ANY SUCH ASSESSMENT SHA RESOL IN THE RESOL OF THE ASSESSMENT SHALL ASSESSMENTS. AS DETERMINED BY THE BOARD. THE ANNUAL AL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE VELY FOR THE PURPOSE OF PRONOTING THE RECREATION, HILL OF THE RESIDENTS IN THE SUBDIVISION BUT NOT LIMITED TO THE RESIDENTS. SUBDIVISION HEALTH,
 - AREAS COMMON

SEWERS, ANI REPAIR OF DR ON THE PLAT. (3) HAINTENANCE AND REPAIR OF ALL STORM DRAINS, SANITARY PAIR OF DRAINAGE EASEMENTS SHOWN ON THE PLAT AND MAINTENANCE AND PAIR OF DRAINAGE EASEMENTS AND WATER RETENTION EASEMENTS SHOWN

VALUE OF THE COMMON ARRAS WITH EXTENDED COVERAGE;

(5) LIABILITY INSURANCE INSURING THE SUCCEASED THE REPLACEMENT (S) LIABILITY TO THE PUBLIC, TO ANY OWNER, OR TO THE PUBLIC, TO ANY OWNER, OR TO THE OCCUPATION AND/OR USE OF THE COMMON AREA. THE POLICY LIMITS SHALL BE SET BY THE ASSOCIATION, AND SHALL BE REVIEWED AT LEAST ANNUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION;

(6) WORKMEN'S COMBENCE.

NECESSARY TO COL WORKMEN'S COMPENSATION INSURANCE TO THE ITO COMPLY WITH THE INDIANA STATUTES, AND ANY DEEMED NECESSARY BY THE BOARD OF DIRECTORS EXTENT Y OTHER O^r THE

ASSOCIATION,

AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, PURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,

(8) ANY OTHER MATERIALS, SUPPLIES, EQUIPMENT, LABOR, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENTS WHICH TERMS OF THIS DECLARATION, OR BY: LAW, OR WHICH SHALL BE NECESSARY OR PROPER IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION FOR THE OPERATION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION FOR THE OPERATION OF THE ENFORCEMENT OF THE RESERVENT OF THE LOT OWNERS, OR FOR THE ENFORCEMENT OF THESE RESTRICTIONS.

- ADDITION TO THE ANNUAL ASSESSMENTS FOR IMPROVEMENTS AND REPAIRS. IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEFRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RE-CONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT AS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCLUDING THE NECESSARY FIXTURES ASSESSMENT SHALL HAVE THE APPROVAL OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION WHO ARE VOTING IN PERSON OR BY PROXY WHICH SHALL BE SENT TO ALL MEMBERS AT LEASE THIRTY (30) DAYS IN ADVANCE, AND SHALL SET FORTH THE PURPOSE OF THE MEETING.
- PAID ON THE DATE WHEN DUE, SUCH ASSESSMENT. IF ANY ASSESSMENT IS NOT DELINQUENT AND SHALL, TOGETHER WITH INTEREST THEREON, AND THE COST OF COLLECTION THEREOF, BECOME A CONTINUING LIEN ON THE LOT AGAINST WHICH SUCH ASSESSMENT IS MADE THAT SHALL BIND SUCH LOT IN REPRESENTATIVES AND ASSIGNS, AND SHALL ALSO BE A CONTINUING PERSONAL OBLIGATION OF THE OWNER AGAINST WHOM THE ASSESSMENT IS

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ADDITION TO MAINTENANCE UPON THE COMMON AREAS, THE ASSOCIATION MAY PROVIDE UPON ANY LOT REQUIRING SAME, WHEN NECESSARY IN THE OPINION OF THE BOARD, TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD, MAINTENANCE, INCLUDING PARISE OF THE NEIGHBORHOOD, HAINTENANCE, INCLUDING PARISE, ROOF REPAIR AND REPLACEMENT, GUTTERS, BOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YARD CLEAN-UP AND/OR MAINTENANCE; REPAIR, ROOF REPAIR AND REPLACEMENT, GUTTERS, BOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YARD CLEAN-UP AND/OR MAINTENANCE; PROVIDED, HOWEVER, THAT TER (10) DAYS WRITTEN NOTICE MUST FIRST BE GIVEN TO THE OWNER OF ANY SUCH LOT OF THE MEED OF SUCH CLEAN-UP AND/OR MAINTENANCE IS PERFORMED, OR, IN THE LOTS UPON WHICH SUCH MAINTENANCE SHALL BE ASSOCIATION, BENEFITING FROM SAME. THE BOARD OF DIFECTORS OF THE ASSOCIATION BENEFITING FROM SAME. THE ASSESSMENT SHALL BE UNIFORMLY ASSESSED AGAINST ALL OF THE LOTS IN THE ARPROPRIATE BY THE BOARD OF DIFECTORS OF THE ASSESSMENT SHALL BE COMSIDERED A PART OF THE ANNUAL OR SPECIAL ASSESSMENTS. ANY EXTERIOR MAINTENANCE ASSESSMENT SHALL BE ALIEN ON THE LOTS. AND THE PRESONAL OBLIGATION OF THE CHERT AND SHALL BECOME DUF AND PAYABLE IN ALL RESPECTS, TOGETHER MITH INTEREST, REASONABLE ATTORNEY'S FEER, AND COSTS OF COLLECTION. AS PROVIDED FOR THE ASSOCIATION AND SHALL BE SUBORDINATE TO MORTIGAE LIENS AS PROVIDED BY HEREIN. POR THE PURPOSE OF PERFORMING THE MAINTENANCE AUSTONABLE MOTICE TO THE DURPOSE OF PERFORMING THE MITTENANCE AUSTONABLE MOTICE TO THE OWNER, TO EMPLOYEES, SHALL HAVE THE RIGHT, AFTER REASONABLE MOTICE TO THE OWNER, TO EMPLOYEES, SHALL HAVE THE RIGHT, AFTER REASONABLE MOTICE TO THE OWNER, TO EMPLOYEES.

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WHICH PROVISION IS HEREIN MADE AS WELL AS IN ANY OTHER SECTION OF THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE TO A BANK, LIFE INSURANCE COMPANY, PEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION, OR REAL ESTATE INVESTMENT TRUST. SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECREE OF PORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE HORTGAGE, NO SUCH SALE OR TRANSFER OR PROCEEDING IN LIEU OF PORECLOSURE SHALL RELIEVE ANY LOT FROM THE LIEN OF ANY ASSESSMENTS THEREAPTER BECOMING DUE, NOR FROM THE LIEN OF ANY SUBSEQUENT ASSESSMENT. THE WRITTEN OPINION OF EITHER THE DEVELOPER OR THE ASSOCIATION THAT THE LIEN IS SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION SUBORDINATION.

DIRECTORS OF THE ASSOCIATION SHALL FIX THE DATE OF COMMENCEMENT, AND THE AMOUNT OF THE ASSESSMENT AGAINST EACH LOT FOR EACH ASSESSMENT, AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH DATE OR PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OPEN TO INSPECTION BY THE OWNER. WRITTEN NOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO NOT LATER THAN SEVEN (7) DAYS AFTER FIXING THE DATE OF COMMENCEMENT THERESOF. THE ASSOCIATION SHALL, ON DEMAND, AND FOR A REASONABLE CHARGE, FURNISH TO ANY OWNER LIABLE FOR SAID ASSESSMENT A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING PORTH WHETHER SAID ASSESSMENT A CERTIFICATE SHALL BE CONCLUSIVE ASSESSMENT BASSOCIATION, SETTING FORTH WEITHER SAID ASSESSMENT A CERTIFICATE SHALL BE CONCLUSIVE ASSESSMENT BASSOCIATION, SETTING PORTH WEITHER SAID ASSESSMENT ACCREMENT THERESON THE SHALL BE CONCLUSIVED.

- DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SINGLE FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED SHALL BE SOLD OR TRANSFERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITING, ITS RIGHT TO PURCHASE SAID LOT.
- MAKE A BONA PIDE SALE OF HIS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE "PROPOSED CONTRACT"). WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE AND INFORMATION, DEVELOPER SHALL EITHER EXERCISE, OR WAIVE EXERCISE OF, ITS RIGHT OF FIRST REFUSAL, IT SHALL, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, DELIVER TO OWNER AN AGREEMENT TO PURCHASE THE LOT UPON THE POLLOWING TERMS: (1) THE PRICE TO BE PAID, AND THE TERMS OF PAYMENT SHALL BE THAT STATED IN THE PROPOSED CONTRACT. (2) THE SALE SHALL BE CLOSED WITH THIRTY (30) DAYS AFTER THE DELIVERY OR MAKING OF THE DEVELOPER'S AGREEMENT TO PURCHASE.
- WAIVE ITS RIGHT OF FIRST REPUSAL, OR SHALL FAIL TO EXERCISE SAID RIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PROPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.
- TO OR SALE BY ANY BANK, LIFE INSURANCE COMPANY, PEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF OWNING A MORTGAGE UPON THE LOT CONCERNED, AND THIS SHALL BE SO WHETHER THE TITLE IS ACQUIRED BY DEED PROW THE MORTGAGOR OR ITS SUCCESSORS IN TITLE OR THROUGH FORECLOSURE PROCEEDINGS; NOR SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH SO ACQUIRES TITLE. NEITHER SHALL THIS SECTION REQUIRE THE WAIVER BY DEVELOPER AS TO ANY TRANSPER OF TITLE TO A LOT AT A DULY ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY LAW, SUCH AS BUT NOT LIMITED TO EXECUTION SALE, PORECLOSURE SALE, JUDICIAL SALE OR TAX SALES.
- 7.5 UNAUTHORIZED TRANSACTION. ANY SALE OF A LOT, OR A INTEREST THEREIN, ...UPOW-WHICH A SINGLE-PAMILY RESIDENCE HAS N BEEN CONSTRUCTED, WITHOUT NOTICE TO DEVELOPER AND WAIVER DEVELOPER'S RIGHT OF FIRST REPUSAL AS APORESAID, SHALL BE VOID. NOT

ARTICLE EIGHT: GENERAL PROVISIONS.

AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INURE TO THE BENEFIT OF AND BE EMPORCEABLE BY THE DEVELOPER, THE ASSCCIATION OR THE OWNER OF ANY PROPERTY SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL AUTOMNTS AN INSTRUMENT SIGNED BY THE THEN OWNERS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE THEN OWNERS OF TWOTHIRDS (2/3) OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE OR TERMINATE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

CONDITION, COVENANT OR RESTRICTION HEREIN CONTAINED SHALL GIVE THE DEVELOPER, THE ABSOCIATION, THE OWNER(S) OR THE METROPOLITAN DEVELOPMENT COMMISSION, IN ADDITION TO ALL OTHER REHEDLES, THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL A COMPEIANCE WITH THE TERMS OF SAID CONDITIONS, COVENANTS OR RESTRICTIONS, AND TO PREVENT THE VIOLATION OR BREACH OF ANY OF THEM, AND THE EXPENSE OF SUCH LITIGATION SHALL BE BORNE BY THE THEN OWNER OR OWNERS OF THE SUBJECT PROPERTY, PROVIDED SUCH PROCEEDING RESULTS IN A PINDING THAT SUCH OWNER, WAS IN VIOLATION OF SAID COVENANTS OR RESTRICTIONS. EXPENSES OF LITIGATION SHALL INCLUDE REASONABLE ATTORNEYS' PEES INCURRED BY DEVELOPER AND/OR THE ASSOCIATION IN SERVING SUCH EMPORCEMENT. THE METROPOLITAN DEVELOPMENT OTHER OR AUTHORITY, TO EMPORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS CONTAINED ON THE PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS EXPENSES OF LIMITATIONS EXPENSES OF LIMITATIONS EXPENSES OR THE PLAT OTHER CONSTRUCTORS OR LIMITATIONS EXPENSES ON THE PLAT OTHER CONSTRUCTORS OR LIMITATIONS EXPENSES OF LIMITATIONS EXPENSES OF LIMITATIONS EXPENSES OF SHALL HAVE MORE EXPENSES OF THE METROPOLITAN DEVELOPMENT OTHER PLAT OTHER CONSTRUCTORS OR LIMITATIONS EXPENSES OF LIMITATIONS OF THE METROPOLITAN DEVELOPMENT OF PROVISIONS OF THE METROPOLITAN DEVELOPMENT OF APPROVAL OF THE PLAT OTHER PLAT COMMISSION FROM EMPORCING ANY CONTROL ORDINANCE, THE PLAT OTHER PLAT COMMISSION OF THE PLAT OTHER PLAT COMMISSION OF THE PLAT OTHER PLAT COMMISSION OF THE METROPOLITAN DEVELOPMENT OF APPROVAL OF THE PLAT COMMISSION OF THE METROPOLITAN DEVELOPMENT OF APPROVAL OF THE PLAT COMMISSION OF THE METROPOLITAN DEVELOPMENT OF THE PLAT COMMISSION OF THE METROPOLITAN DEVELOPMENT OF THE PLAT COMMISSION OF THE P

AND PROM TIME TO TIME UPON THE EXECUTION MAY BE AMENDED AT ANY TIME AND PROM TIME TO TIME UPON THE EXECUTION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY APPECTABLY. OR AMENDMENT THERETO, OR APPOINTS A DIRECTOR OF THIS DECLARATION, OR AMENDMENT THERETO, OR APPOINTS A DIRECTOR OF THE ASSOCIATION, NO AMENDMENT WILL HE EPPECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDEN AND THE USE OF ANY GENDER SHALL INCLUDE THE PLUELL AND SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS. INVALIDATION OF ANY ONE OF THESE COVERNATS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO MAY APPECT. ANY OTHER PROPISIONS WHICH SHALL REMAIN IN PULL POSCE AND EFFECT. ANY NOTICES REQUIRED TO BE SENT TO ANY MEMBER OR OWNER UNDER THE PROPISIONS OF THIS DECLARATION SHALL BE DEEMED TO HAVE BEEN PROPERTY SENT WAILED, TO THE LAST ENOWN ADDRESS OF THE PERSON WHO APPEARS AS MEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH MAILING.

8.5 DEPINITIONS. THE POLLOWING WORDS, WHEN USED IN THIS DECLARATION: (UNLESS THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE POLLOWING MEANINGS:

*ASSOCIATION, INC., AN INDIANA CORPORATION NOT FOR PROFIT.

"CONMON AREA" SHALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS FOR THE MON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN, ON THE PLAT. THE COMMON AREAS TO BE CONVEYED BY DEVELOPER ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

DEVELOPER SHALL MEAN INDIANA CORPORATION, I SUCCESSOR OR ASSIGNEE A SUBDIVISION FROM THE DEV KKAH WEAM THE SOUTHCREEK DEVELOPMENT CO., AN ITS SUCCESSORS AND ASSIGNS, IF ANY SUCH BE ACQUIRES THE UNDEVELOPED PORTION OF THE DEVELOPER POR THE PURPOSE OF DEVELOPMENT.

SUBDIVISION, TOGETHER WITH ANY AND ALL IMPROVEMENTS THEREON SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION, REFERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR NOT ONE HAS BEEN CONSTRUCTED.

*MAINTENANCE" SHALL MEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA-INCLUDING ANY BUILDINGS, EXSEMENTS OF REASONABLE CARE TO KEEP EXCRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UTILITY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IMPROVEMENTS AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION. CONDITION.

OWNER SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLERS, BUT NOT INCLUDING CONTRACT PURCHASERS.

MEMBER SHALL MEAN EVERY PERSON OR ENTITY THE ASSOCIATION. HOLDING MEMBERSHIP

SUBDIVISION SHALL MEAN AND REPER TO TO ALL SUCH ENTETING PROPERTY, AND SUBJECT TO THIS DECLARATION AND ANY I TO *SOUTHCREEK, SECTION I" AND HD ADDITIONS THERETO, AS ARE SUPPLEMENTAL DECLARATION, DESCRIBED IN THE PLAT.

SHY. INDIANAPOLIS, METROPOLITAN DEVELOPMENT COMMISSION OF THE CITY INDIANA. 0 P

Ö EXECUTED AS S WHEREOF, AS OF THIS THE DEVELOPER HAS TO BER THESE, PRESENTS

SOUTHCREEK DEVELOPMENT Ş

BY: WILLIAM 70 ROBERTS JR., PRESIDENT

ATTEST: RICHARD KUSTER, 5 SECRETARY

Š INDIANA

COUNTY Ş MARION

: 55

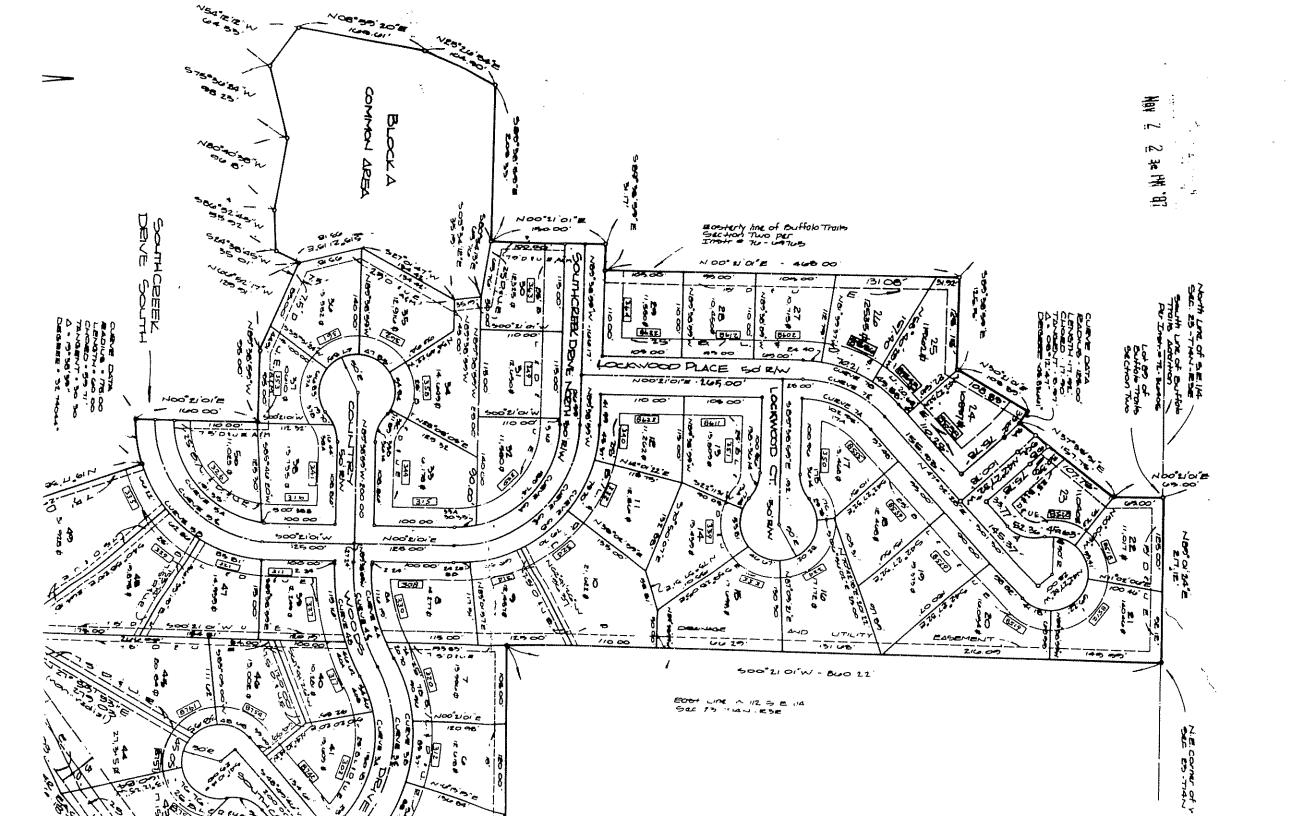
THE POREGOING DECLARATION CONSCIPER, SECTION I", WAS A DAY OF QCTOBER, 1987, I 1987, I SOUTHCREEK DEVELOPMENT CO., AN THE CORPORATION. WAS ACKNOWLEDGED BEFORE HE THIS 29 FOR 1987, BY WILLIAM F. ROBERTS AND RICEARD AND SECRETARY RESPECTIVELY, OF THE AN INDIANA CORPORATION, ON BEHALF OF

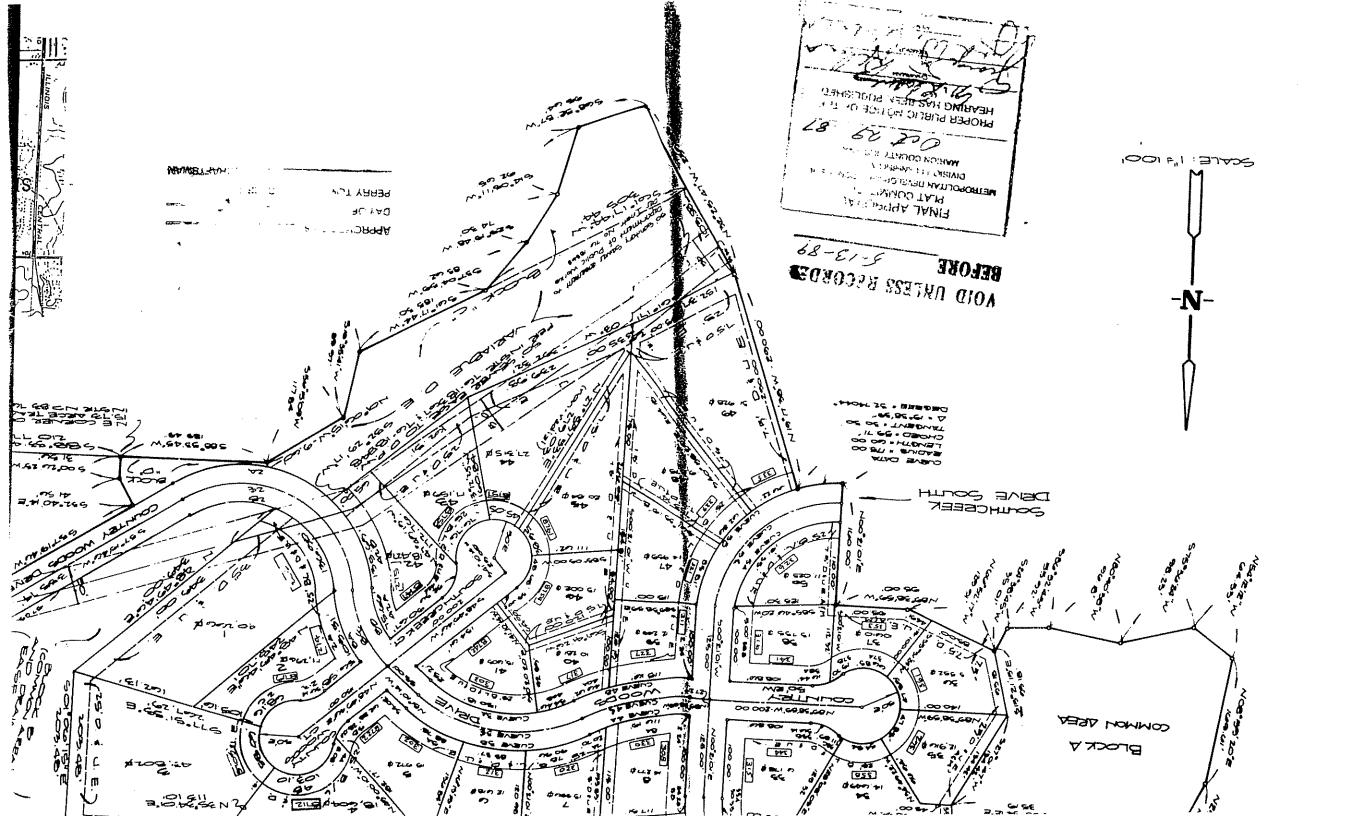
SIGNATURE:

ALICE A. O'BRIEN
RESIDING IN MARION COUNTY
MY COMMISSION EXPIRES:
NOVEMBER 2, 1990 MARION COUNTY

THIS INSTRUMENT EAS. PREPARED BY:

RICHARD J. KUSTER, ATT 440 N. EAST STREET INDIANAPOLIS, INDIANA TELEPHONE: (317) 632-3 IANA 46204 632-3878





STATE CONSISTS OF APPROXIMATELY 29.286ACRES OF LAND LOCATION 23 OF PERRY TOWNSHIP, MARION COUNTY, INDIANA ESTATE"), WHICH IS CURRENTLY OHNED BY THE SOUTHCRENTLY OHNED TO LOTS, STREETS, AND DEDICATES THE REAL ESTATE INTO LOTS, STREETS, N. AREAS IN ACCORDANCE WITH THE FLAT TO HICH ATON IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCING IT THE "SUBDIVISION"). THE STREETS SHOWN ON THE REBY DEDICATED TO PUBLIC USE. DES, AI HE SUBJECT
AND LOCATED
DIANA (TEE
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1.2 PURPOSE OF DECLARATION. THE PURPOSE OF THE CLARATION IS TO ENHANCE AND PROTECT THE VALUE, ATTRACTIVENESS UALITY, AND DESIRABILITY OF THE LOTS AND TRACTS CONSTITUTING TO UBDIVISION KNOWN AS "SOUTHCREEK, SECTION II"

1.3 DECLARATION. THE REAL ESTATE SHALL BE HELD COUPLED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND COUPLED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESCRICTION CONTAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITHO NOW OR IN THE PUTURE OWNS ANY PORTION OR PORTIONS THEREOF THIS DECLARATION SHALL BECOME EPPECTIVE UPON ITS RECORDATION THEREOF THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

ENTITLED AT ANY TIME AND PROM TIME TO TIME, TO PLAT AND/OR REPLATA
ALL OR ANY PART OF THE PROPERTY, AND TO PLE SUBDIVISION
UNDEVELOPED AND/OR AMENDHERYS THERETO HITH RESPECT TO AN
DEVELOPED PORTIONS OF OR ADDITIONS TO THE SUBDIVISION
OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SUBDIVISION
OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS
ECLARATION, PROVIDED ONLY THAT:
ADDED TO THE SCHEME OF THE ADDITIONAL LAND PROM TIME TO TIME
PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;
OF ADDITION TO THE SCHEME OF THIS DECLARATION,
SINGLE PAMILY RESIDENTIAL LOTS;
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SINGLE PAMILY RESIDENTIAL LOTS;
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FLAT OF THE ADDITIONAL LAND, AND
THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL
PRIVILEGES AND OBLIGATIONS SET PORTH IN THIS DECLARATION,
OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM TIME TO THE OF AL PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DEC MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION OF THAT PORTION OF THE ADDITIONAL LAND TO BEVELOPER RESERVES THE RIGHT TO SO AMENT AND SUPPLEMENT OF THE ASSOCIATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION WITHOUT THE TONSE THE ASSOCIATION WITHOUT THE TONSE TO THE ASSOCIATION WITHOUT THE TONSE OF LAND IN THE THE ASSOCIATION WITHOUT THE TONSE OF LAND IN THE THE PROPERTIES.

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2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVEN AND RESTRICTIONS HAY BE USED FOR SINGLE FAMILY RESIDENTIAL LE UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR.
HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE of
CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INI
CONSTRUCTION.

A.3 EASEMENTS. THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS POR THE URROUGH AND THEIR RESPECTIVE URROUGH AND CHOSE OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, "DRAINAGE ACCESS AND HAINTAINING AND ENJOYING THE SAME," "DRAINAGE, ACCESS AND HAINTAINING AND ENJOYING THE SAME," "DRAINAGE ACCESS AND HAINTAINING FOR ITSELF AND GRANTS TO THE OWNERS, THE ESCOLATION, THE UTILITY COMMANIES, AND THEIR RESPECTIVE ACCESS AND TRILLTY COMMANIES, AND TREIR RESPECTIVE ACCESS FOR PURPOSES OF INSPECTION AND HAINTENANCE, THE HEART, ON THE SET OF THE WAINTENANCE, AS PLAT. NO CHANGE IN EXPANTION SHALL BE SHALTED AS ALLOWED IN THE SECOLATION OR STRUCTION, VEGETATION OR STRUCTIVE WHALTED AND ALLOWED IN THE SECOLATION AND HAINTEN HILL BE SHALTED FOR THE SECTION, THE TERM "UTILITY COMPANIES SHALL BE SHEAFER WITH THE TRICHTS GRANTED IN THESSE BASEMENTS. FOR THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL BE SUCCULOUDING, BUT NOT LINITED TO, PROVIDE UTILITY SERVICUS SECULATION HAY CONTRACT HITH TO PROVIDE UTILITY SERVICUS ACCESSED, AS HELD HAVE COMPANY MITH HILLY HOT LINITED TO, THE TERM "UTILITY SERVICUS ACCESSED, AS HELD HAD LIGHT CO., THE INDIANABOLIS WATER CO., AND THEIR THE TERM "UTILITY SERVICUS SHALL HELD BOEFHED TO INCLUDE, BUT HOT LINITED TO, THE UTILITY SERVICUS AS AND CASHE AND LIGHT CO., THE INDIANABOLIS WATER CO., AND THEIR FILL AS ANY DEPARTMENT OF THE CITY OF THE CI

RESTRICTIONS ON USE.

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PROVIDED. (A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILD: MAY BE ERECTED ON ANY LOT AND NO BUSINESS HAY BE CONDUCTED ON A PART THEREOF.) ARCBITECTURAL APPROVAL. EMENT SHALL BE ERECTED UPON CCTURAL REVIEW BOARD (THE *AR N ANY LOT WITHOUT BUILDING OR OTTER

PROVIDED.

(C) PRACTIONAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE ON HORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION UPON ANY LOT AS APORESAID, THE BUSIDIVIDED LOT SHALL BE AND SECONE OF THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND SECONE OF THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND SECONE OF THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND SECONE OF THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND SECONE OF THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED IN THE OPTICUOUS EVENT THAT ONE OR SUBDIVIDED LOT BECONE CONSOLIDATED IN THE PROVENTS HALL APPLY THERETO AS A SINCLE LOT. NO DECLINE OR OTHER STRUCTURE OF IMPROVEMENT SHALL BE EFFCTED, AL"-SEED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT SAST SHACKS, TANKS, TEMPORARY OR ACCORDING TO THE PLAT.

SHACKS, TANKS, TEMPORARY OR ACCORDING STRUCTURES SHALL BERNITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT

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(2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE THE OF ADDITIONAL DEPLARATION.

OF ADDITION TO THE SCHEME OF THIS DECLARATION.

BE PLATT OF THE ADDITIONAL LAND SHALL DEPLATED AS SINGLE FAMILY RESIDENTIAL LOTS;

COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AMEAS OF SAID PLAT OF THE ADDITIONAL LAND TO THE SCHEME OF THE PROPERTY THEREIN SHALL BE AND BECLARATION, THE DWIERS OF THE PROPERTY THERE HALL HAVE AND SHALL HAVE

THE ADDITION AT ANY TIME OR FROM TIME TO THE OF ALL OR AND PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF A SUPPLEMENTARY DECLARATION OF THE ADDITIONAL LAND TO BE ADDITIONAL LAND SUPPLEMENT THE DECLARATION WITHOUT THE CONSENT OR JOINLER OF THE ASSOCIATION OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE F HOLVISION.

ARTICLE TWO: USE OF THE REAL ESTATE

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENAND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIFT UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. FACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

GRANTS TO THE OWNERS, THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION AND THEIR RESPECTIVE ACERTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTENANING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS "D., A. 4 M. F." ("DRAINAGE, ACCESS AND HAINTENANCE EASEMENT") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE PERFETUAL RIGHT TO LOCATE, OPERATE, AND HAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND HAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND HAINTAIN UTILITY EASEMENTS) ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH HILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE FERN "UTILITY CORPANIES" SHALL BE PHINDIC ON BRIVATE COMPANY WITH HICH THE DESIGNATED EASEMENT AREAS WHICH HILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR THE ASSOCIATION HAY CONTRACT WITH TO PROVIDE UTILITY SERVICES IN THE DESIGNATED FOR THE DESIGNATED FOR THE DESIGNATED FOR THE DESIGNATED TO THE DESIGNATE OF THE CITY OF THE DESIGNATE OF THE CITY OF THE DESIGNATE OF THE CITY OF THE DESIGNATION OF THE DESIGNATION OF THE

2,4 RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDINAY BE ERECTED ON ANY LOT AND NO BUSINESS MAY BE CONDUCTED ON A PART THEREOF.

IMPROVEMENT SHALL BE ERECTED UPON ANY LOT WITTHOUT STALL BE PROVAL.

IMPROVEMENT SHALL BE ERECTED UPON ANY LOT WITTHOUT STALL PROVEMENT SHALL BE ERECTED UPON ANY LOT WITTHOUT STALL PROVIDED.

ARCHITECTURAL LOTS. NO LOT SHALL BE DIVIDED. SUBDIVIDED THEREOF IS CONSOLIDATED WITTHOUT OF THE DIVIDED OR SUBDIVIDED PORTION OR REDUCED IN SIZE WHLESS EACH DIVIDED OR SUBDIVIDED LOT SHALL BE DIVIDED PORTION ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVIDED ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVIDED ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVIDED LOT AS A STRUCTION ON THE CONTIGUOUS OF THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND BECOME LOT. AND THE OWNER THEREOP. TO AND HITH WHICH ALL OR PORTIONS OF THE DIVIDED OR SUBDIVIDED LOT BECOME CONSOLIDATED IN THE PROVISION OF THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED IN THE PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE ECCEPTION OF THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED IN THE PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE ECCEPTION OF THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED THE ORIGINATED TO PASS INCLE LOT. NO DEELLING OF THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED THE PROVISION OF THE STRUCTURE OR IMPROVEMENT SHALL BE ERECTED. AND THE CAST OF THE MANUAL APPLY THEREOF OAS A SINCLE LOT. NO DELLING OF THE ARB.

ONE CID TEMPORARY OR ACCESSORY STRUCTURES SHALL BE RECTED OR PERMITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT THE WITTEN CONSENT OF THE ARB.

SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY THE HITTEN CONSENT OF THE ARB.

SHALL BE PREFORNED UPON ANY BOAT OR HOTOR VEHICLES. NO BOATS, RECREATIONAL AND MOTOR VEHICLES. NO BOATS, PARKED ON REPAIR BE PERFORMED UPON ANY BOAT OR HOTOR WHICH EXCEED ON THE ARB.

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(I) AUTOMOBILE STORAGE AREA. HO AUTOHOBILE GARAGE SHALL BE PERHANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOMOBILE STORAGE ANEA UPON THE LOT. HO CARPORTS SHALL BE PERHITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE THO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO DE HAINTAINED IN USABLE CONDITION.

(A) CLOTHES DRYING AREAS. HO PORTION OF ANY LOT OR COMHON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTERTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT.

(B) LANDSCAPING. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YANDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED.

TRANSFEREES OF DEVELOPER, SHALL UNDENTAKE THE WORK OF BEVELOPER, ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAN HORK AND THE SALE OR OTHER DISPOSITION OF HESIDENTIAL UNITS IS. AN ON-COING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE CONTRACTORS OF DEVELOPER, DEVELOPER'S TRANSFEREES, OR THE EMPLOYEES, THANSFEREES, THEY MAY DETERMINE TO BE UNDENSIANDLY VECESSARY OR ADVISABLE FOR THE COMPLETION OF THE HOUR COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR RESIDENCE, DWELLING UNIT OR OTHER STRUCTION OF ANY PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE, THE PROFINANCE OF ANY CONSTRUCTION DITREMSTRUCTION CONTINUOUSLY UNTIL COMPLETION OF THE STRUCTION OF THE SUBDIVISION AND CONTINUOUSLY UNTIL COMPLETED RESIDENCES.

THE BORKS. "ITS TRANSFEREES" SPECIFICALLY EXCLUDE PURCHASERS OF

ARTICLE THREE: COMMON AREAS

3.1 DESIGNATION OF CONNON AREA. THE AREA DESIGNATED ON THE PLAT AS "BLOCK A" SHALL BE A "CONNON AREA" AND IT'S USE AND MAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT HICH DEVELOPER OWNS IT THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT HILCH DEVELOPER OWNS IN THE SUBDIVISION, DEVILOPER SHALL THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS AND EASEMENTS OF RECUID; AND A RESLRVATION HEREBY ASSIGNS, OF THE KIGHT TO USE AND ENJOY THE COMMON OFTILITY ASSIGNS, OF THE KIGHT TO USE AND ENJOY THE COMMON OFTILITY EASEMENTS. EASEMENTS OF DRAINAGE, AND HORRESS AND CASEMENTS AS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF DRAINAGE. AND THE BENEFIT OF SAIDMINGS OWNED OR TO BE OWNED BY THE DEVELOPER LOCATED HIS SECTION 23, PERRY TOWNSHIP MARION COUNTY, INDIANA.

NON-EXCLUSIVE COMMON RIGHT AND EASERENT OF ENJOYMENT AND INCHESS AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLATE SUCH LOT, SUBJECT TO THE FOLLOWING:

[1] THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEP: AS AN REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES.

AGAINST FORECLOSURE;

[2] ALL PROVISIONS OF THE ASSOCIATION, THE PLAT, AND THE ASTICLES AND BY-LAWS OF THE ASSOCIATION;

NO THE PLATE AND THE ASSOCIATION;

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NO THE PLATE AND THE ASSOCIATION;

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DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE ON QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPOSITIVE OF SUCH DISPUTE ON QUESTION.

PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO SQUARE FEET ADVERTISING THE PROPERTY FOR SALE DRIVEN HENT; OR, (1) ADVERTISE THE PROPERTY BURNATES SQUARE FEET USED BY A BUILDER TO NOT RENOVED FROM, ANY OF THE COMMON AREAS LYOUNG HENT; OR, (1) ADVERTISE THE PROPERTY BURNATES SHALL BE PERMITTED.

(Q) COMMON AREAS. NOTHING SHALL BE DELLE HASH.

(Q) COMMON AREAS. NOTHING SHALL BE DELLE HASH.

(R) MINDOW AIR COMDITIONING ONITS. NO WINDOW OR WALL AIR

(R) MINDOW AIR COMDITIONING ONITS. NO WINDOW OR WALL AIR

(R) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED UPON ANY LOT; AND HALL GO SERVICED, OIL DEVELOPMENT ON ANY LOT; AND HALL GO SERVICED, HALL GO SERVICED ON ANY LOT; AND HALL GO SHALL GO.

(F) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERHRUSH OR OTHER LOT ON ANY CONHOL AREA. AND HO REFUSE PILE OR UNCLURED. OR PERMITTED UPON ANY LOT.

SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN UPON ANY SHALL BE PLACED OR SUFFERED TO REMAIN ANYMHERE OTHER UNSIGHTLY GROWTHS OR OBJECTS. THEN THE ASSOCIATION HAY OWNER, AND SUCH ENTRY SHALL NOT BE DEENET A THEN THE ASSOCIATION HAY OWNER, AND SUCH ENTRY SHALL NOT BE DEENET A TREE PASS.

TRANSFEREES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPER, ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT HORK AND THE SALE OR OTHER SUBDIVISION. THE COMPLETION OF THAT SUSSEMPTIAL OF THE SUBDIVISION OF RESIDENTIAL UNITS IN AN ON-GOING RESIDENTIAL COMMUNITY. IN ONDER TWAT SUCH WORK MAY RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, WOTHING IN THIS DEVELOPER, DEVELOPER'S TRANSFEREES, OR THE EMPLOYEES, CONTACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR THE COMPLETION OF THE SUBDIVISION ESTABLISHMENT OF DEVELOPER, OR OF DEVELOPER'S AND THE ESTABLISHMENT OF THE SUBDIVISION OF AN THE COMPLETION OF THE SUBDIVISION OF DEVELOPER, OR OF DEVELOPER'S AND THE DISPOSITION OF THE COMPLETION OF THE WORK COMMUNITY, AND THE DISPOSITION OF THE COMPLETION OF THE WORK COMPLETION OF THE BUSDIVISION AS A RESIDENCE, DATER UPON COMMENCEMENT OF CONSTRUCTION OF ANY DETERMINE OF DEVELOPER'S AND THE DISPOSITION OF LOTS BY SALE, LEASE OF PROBLIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERPORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL THE WORKS. "ITS TRANSFEREES" SPECIFICALLY EXCLUDE PURCHASERS OF TANSFEREES" SPECIFICALLY EXCLUDE PURCHASERS OF

ARTICLE THREE: CONHON ARRAS

3.1 DESIGNATION OF COMMON AREA. THE AREA DESIGNATED ON THE PLAT AS "BLOCK A" SHALL BE A "COMMON AREA" AND ITS USE AND HAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

TITLE TO THE COMMON AREAS. DEVELOPER MAY HETAIN THE LEGAL THE SUBDIVISION. ON OR DEFENCE CONVEYANCE BY DEVELOPER OF THE CONVEYANCE BY DEVELOPER OF THE CONVEYANCE, HEAST LOT HAICH DEVELOPER OWNS IN THE SUBDIVISION, DEVILOPER SHALL THE YEAR OF CONVEYANCE; HESTRICTIONS, CONDITIONS, LIMITATIONS, PERPETUALLY RESERVED TO THE DEVELOPER AND HESERVATION AND EASEMENTS OF RECOID; AND A RESERVATION HEREBLY ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON HEREBLY ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON HEREBLY ASSIGNS, OF THE RIGHT TO USE AND ENJOY THE COMMON UTILITY EASEMENTS OF DRAINAGE, AND INGRESS AND EASEMENTS AS SPECIFICALLY SET FORTH HEREIN FOR THE BEVELOPER AND SECTION 2), PERHY TOWNSHIP MARION COUNTY, INDIANA.

NON-EXCLUSIVE COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A AND EASEMENT OF ENJOYHLHT AND INGELS.

AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLATE SUCH LOT, SUBJECT TO THE FOLLOWING:

SUCH LOT, SUBJECT TO THE FOLLOWING:

REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES.

AGAINST FORECLOSURE;

ARTICLES AND BY-LAWS OF THE ASSOCIATION, THE PLAT, AND THE COMMON AREAS ADDITIONS GOVERNING THE USE AND ENJOYMENT ().

RESTRICTIONS CONTAINED ON THE ASSOCIATION,

OF THE COMMON AREAS ADDITED BY THE ASSOCIATION,

OF THE COMMON AREAS ADDITED BY THE ASSOCIATION,

OF THE COMMON AREAS OF PILED SEPARATELY WITH RESPECT TO ALL OR ANY PART OR PARTS OF THE PHOPERTY;

AND DRAINAGE PACILITIES AS SHOWN ON THE PLAT; AND

ITS SUCCESSORS AND ASSIGNS OF THE HIGHT TO USE AND ENJOYTHE SAME OF USE SUCCESSORS AND ASSIGNS OF THE HIGHT TO USE AND ENJOY THE SAME OWNED AND TO BE OWNED BY DEVELOPER, FOR THE BENEFIT OF ADDITIONAL LANDS TOWNSHIP, MARION COUNTY, INDIANA.

3.4 RIGHTS TO COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND COMPRACTORS, SHALL HAVE THE RIGHT AFTER RESONABLE MOTICE TO THE OWNER THEREOF, TO EMTER ANY LOT OR THACT AT ANY REASONABLE HOURS ON ANY DATE TO PERFORM SUCH MAINTENANCE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL DEVELOPER, OR ANY OWNER ON ANY OWNER ON ANY INTEREST IN THE SUBDIVISION, OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, NOTHING COMPANIED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

ARCHITECTURAL CONTROL

IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION. ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECONATIVE BUILDING, LANDSCAPE DEVISE OR OBJECT, SHALL BE COMMENCED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT, NOR SHALL HAVY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF DE MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEN SUBMITTED TO, AND APPROVED IN WHITING BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SUBROUNDING STRUCTURES AND TOPOGRAPHY AND AS TO CONFORMANCE WITH THE ARCHITECTURAL PLANNING CHITERIA AS SHIT FORTH

4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESINGHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATES SURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT; THAT THIS SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLANIAD, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BY MAINTAINED.

AND CONTROL PUNCTIONAL COMTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL PUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), "HICH SHALL CONSIST OF THREE (3) MEMBERS. HHO NEED NOT BE TENDERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSER NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM BEVELOPER HAY AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN THE SUBDIVISION. SHALL BE APPOINTED BY, AND SHALL SERVE AT THE BOARD OF DIRECTORS AS THE RIGHT TO APPOINT ONE OF ARCHITECT OR BUILDING COMPRACTOR THERETO. A MAJORITY OF THE ARB ARCHITECT OR BUILDING COMPRACTOR THERETO. A MAJORITY OF THE ARB SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB AND THE ACTION OF A MAJORITY PRESENT ATA MEETING AT HAVING ANALY OCCURRING ON THE ARB BECAUSE OF DEATH, RESIGNATION, BE FILLED BY THE BOARD OF DIRECTORS] EXCEPT THAT DEVELOPER, TO THE ARB AND THE BOARD OF DIRECTORS IN MEMBER THEHEOF, SHALL BE FILLED BY THE BOARD OF DIRECTORS] EXCEPT THAT DEVELOPER, TO THE EXCLUSION OF THE BOARD, SHALL ANY VACANCY CREATED BY DEATH, HEMDEN OF THE ARB APPOINTED BY DEVELOPER.

POLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE IN TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, DANIA, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE, DEVICE, DRAIN, DISPOSAL ON OF THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPHOVE ANY EXTERION, ADDITIONS, CHANGES, OF THE THE ASSOCIATION, AND THE BOAND OF THE ASSOCIATION, AND TO DIRECTORS OF THE THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION, AND THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION, AND THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION, ANY PARTY AND THE BOAND OF DIRECTORS OF THE RIGHT TO MAKE A WHITTEN HERDEST TO THE BOAND OF DIRECTORS OF THE ASSOCIATION, AND THE ASSOCIATION, PORT A REPLIED THE MEDICATION, THE BOAND OF DIRECTORS OF THE ASSOCIATION, AND THE BOAND OF DIRECTORS OF THE ASSOCIATION, PORT AND ANY VICE-PRESIDENT OF THE BOAND OF DIRECTORS OF THE ASSOCIATION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOAND UPON REVIEW THE DECISION.

SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, HIPMOUT LIMITATION, ANY """TUDING, FENCE, WELL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEHEK, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF HHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING HATERIALS PROPOSED POR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL IMPORMANTION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OF IMPROVEMENT IN ACCORDANCE MITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(1) TO RECOMMEND, PROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND THE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL HOT BE EFFECTIVE UNTIL ADDRTED BY A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY CALLED AND NOTICED AND AT WHICH A QUORUM IS PRESENT AND VOTING. NOTICE OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA.

**SOCIATION OF NOTICE AND A COPY OF ANY MODIFICATION OR AMENDMENT TO THE ACCHITECTURAL PLANNING CRITERIA SHALL NOT CONSTITUTE A CONSTITUTE

ARCHITECTURAL PLANNING CRITERIA

PLACED OR PENNITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2) NOR MORE THAN THAVE (3) CARS, NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN ON SCREENED PORCHES, TERHACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCHEENED PORCHES, TERRACES AND GARAGES) OP LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTALRS AND DOWNSTAIRS, OF LESS THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THO THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THOUSAND (1,000) SQUARE FE

(B) LAYOUT, NO POUNDATIC HOR SHALL CONSTRUCTION COMMENCE THE LAYOUT FOR THE BUILDING & PURPOSE OF THIS APPROVAL JUNECESSARILY DISTURBED AND THE LITS MOST ADVANTACEOUS POSITION. (C) BUILDING EXTERIOR COLOR LYTERIOR COLOR PLAN IS (C) HICL THE COLOR PLAN IS (C) HICL THE COLOR PLAN IS (C) HICL THE COLOR SCHEME AND THE EXTERY AITH THE NATURAL COLOR SCHEME AND SHALL HAVE FINAL APPROVAL OF ALL PATCH EXCEPTIVE SECOND STORY OF A THO-STORY OF A PLAT ROOF SHALL BE PERHITTED.

(D) ROOP. A PLAT ROOF AND BATTON OF THE ENTIRE MAIN BODY OF THE SHALL HAVE DISCRETION TO APPROVED BY THE BUILDING, PARTICULY DESIGN. NO BUILT-UP ROOFS SHALL HAVE DISCRETION TO APPROVED OF THE BUILDING, PARTICULY DESIGN. NO BUILT-UP ROOFS SHALL HAVE DISCRETION TO APPROVED OF THE BUILDING, PARTICULY DESIGN. NO BUILT-UP ROOFS SHALL BE TASPINAT ON FUSERCASS SHINGLE, THE ARB. GRANGES. IN ADDITION (E) GARAGES. IN ADDITION

THE ARB.

THE ARB.

(E) GARAGES. IN ADDITION PARAGRAPH "A" HEHEIN, ALL GARAGE PARAGRAPH "A" HEHEIN, ALL GARAGE PARAGRAPH "A" HEHEIN, ALL GARAGE PARAGRAPH "A" HEHEIN, ALL GARAGE; HEAST GARAGE; HEAST STYPEN (16) FEET IN HIDITH FOR A THREE-CAR GARAGE.

(F) DRIVEMAYS. ALL DWEIL LEAST STYPEN (16) FEET IN HIDITH FOR A THREE-CAR GARAGE.

(F) DRIVEMAYS. ALL DWEIL LEAST STYPEN (16) FEET IN HIDTH HICH SHALL BE PAVED, WITH ASPHALAND PEHAANEHT HATERIAL APPHOVED (16) DETACHED STRUCTURE UNLESS PRION FROM SHALL HOT BE PERMITTED ON DETACHED STRUCTURE UNLESS PRION FACADES AND ENCOUNAGE THE USE OF FOUR OR FINE THE USE OF FOUR OR FINE SUARE FOOT; (2) SQUARE PEET ADVENTISING THE PROONE SIGN OF PUBLIC VIEW ON ANY LOT EXCEPT: ADDITION FOR SOUARE FOOT; (2) SQUARE PEET ADVENTISING THE PROONE SIGN OF HOT MORE THAN ONE SUARE FOOT; (2) SQUARE PEET ADVENTISING THE PROOPERS THE PROPERTY DURING THE ADVENTISE THE PROPERTY DURING THE PROPERTY DURING THE ADVENTISE THE PROPERTY DURING THE ADVENTISE THE PROPERTY DURING THE PROPERTY DURING

(I) PLAY STRUCTURES. ALL OTHER PIXED GAMES AND PLAY STRU REAR OF THE DWELLING, OR ON THE WITHIN THE SETBACK LINES. NO PL STRUCTURE OF A SIMILAR KIND OR MACHINE OF A LOT LOCATED IN FRONT OCONSTRUCTED THEREON, AND ANY APPROVAL OF THE ARB.

SUBJECT TO THE APPROVAL OF THE COMPOSITION OF ANY FENCE OR WALLS. THE OF ANY FENCE OR WALLS. THE SUBJECT TO THE APPROVAL OF THE COMPOSITION OF ANY FENCE OR WATERIAL USED IN THE SUBROUNDING.

REQUIRED IN THE FOROY, SIDE AND FOR THE ARB. IN THE APPROVAL OF ANY FORESERVE ALL EXISTING TREES HIT OF THE ARB. WHICH THE FOLLOWING: (1) COMPOSITIOTESTED AND ACCEPTED BY THE ARB.

TENNIS COURT TO BE CONSTRUCTED ON THE DWELLING; (1) COMPOSITIOTESTED AND ACCEPTED BY THE ARB. HICH TESTED AND ALIGNED WITH UNLESS APPROVED BY THE ARB; (2) THE DWELLING; (3) NO SCREENIA ALINE EXTENDED ANY LIGHTING OF ANY LIGHTING OF ANY ARB; (6) ANY LIGHTING OF ANY ARB; (7) NO AGOVE. (N) ARB; (8) ANY LIGHTING OF AND THEAST AND CONSTRUCTION OF TENNIS OR BABAGE AND TRASH CONTAINERS AND, EXCEPT DURING FIGURE ARB SHALL BE USED ON ANY EITHER THE LIGHTING; AND, CYCLEPT OR ECURBS. (ALL TRASH, GARBAGE AND THERE WE CONTAINERS AND, EXCEPT DURING FIGURE ARB SHALL BEQUIRE TO BE CONST. (H) TEMPORARY STRUCTORES. CHARACTER, TRAILEH, BASEMENT, TENFOUT BUILDING SHALL BE USED ON ANY EITHER TEMPORARILY OR PERMANENTIUS OR BASALL BEUSED ON ANY EITHER TEMPORARILY OR PERMANENTIUS OR BASALL BEUSED ON ANY EITHER TEMPORARILY OR PERMANENTIUS OR BASALL BEUSED ON ANY EITHER TEMPORARILY OR PERMANENTIUS OR BASALL BEUSED ON ANY EITHER TEMPORARILY OR PERMANENTIUS OR BASALL BEUSED ON ANY EITHER TEMPORARILY OR PERMANENTIUS OR BASALL BEUSED ON ANY EITHER DEVELOPEES OF THE ARBOVAL OF THE ARB. SHALL BEUSED ON ANY EITHER TEMPORAPH OR COUNT THE ARB. SHALL BEUSED ON ANY EITHER TEMPORAPH OR COUNT THE ARB. SHALL BEUSED ON ANY EITHER TEMPORAPH OR COUNT THE ARB. SHALL BEUSED ON ANY EITHER TEMPORAPH OR COUNT THE ARB. SHALL BEUSED ON ANY EITHER TEMPORAPH OR COUNT THE ARB. SHALL BE ON THE OWN AND SHAUBS AND ENCOUNTS BY DEVELOPE ON THE OWN AND SHAUBS AND ENCOUNTS BY DEVELOPE ON THE OWN AND SHAUBS AND ENCOUNT THE ARB. SHALL BE DEVELOPE ON THE ARBOVAL OF THE ARB. SHALL BE PERMAN ORDER ON THE OWN AND SHAUBS AND ENCOUNTS BY DEVELOPE ON THE ARB. SHALL BE PERMAN ORDER ON THE OWN AND SHAUBS AND ENCOUNT

(0) SIGHT DISTANCE AT INTER OR SHRUB PLANTING WHICH UBSTRUG DETWEEN TWO (2) AND SIX (6) FEE PLACED OR PERMITTED TO REMAIN TRIANGULAR AREA FORMED BY THE STOUNECTION OF THE STREET LINES. FROM THE INTERSHIPM THE EDGE OF A DRIVEMAY OR ALL PERMITTED TO REMAIN SUCH DISTANCE THE FOLIAGE LINE IS MAINTA NED A QUSTRUCTION OF SUCH SIGHT-LINES. UTILITIES, INCLUDING, BUT NOT L. TELEPHONE AND TELEVISION SHALL BE CONNECTING POINT TO THE BUILDING ACCEPTABLE TO THE GOVERHUM, UTILITIES (3) BOILDING SET-BACKS. BUT WENTY-FIVE (25) FEET IN FROMT, THEN AND TEN (10) FEET ON THE SIDES. A CUTO HOVE THE PROFIT OF THE DIES. A CUTO HOVE THE PROFIT OF THE SIDES. A CUTO HOVE THE PROFIT OF THE SIDES. A CUTO HOVE THE PROFIT OF THE PROFIT. THEN AND MEANS OF THE DHELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE AND HE PROFIT AND MEANS OF THE BUELLING. THE PROFIT AND MEANS OF THE PROFIT AND MEANS OF THE BUELLING. THE PROFIT AND MEAND OF THE PROFIT AND MEANS OF THE PROFIT AND MEANS OF THE BUELLING. THE PROFIT AND MEANS OF THE

HESIGNATION, HEMOVAL OR OTHER TERMINATION OF SERVICES OF ANY

POLLOWING POWERS AND DUTIES: OF BOARD. THE ARB SHALL HAVE THE (1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWEN, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE, DRYICE ON OBJECT, ON OTHER IMPROVEMENT OR CHANGE OR "MODIFICATION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPHOVE OR DISAPPHOVE ANY EXTERION, ADDITIONS, CHANGES, MODIFICATIONS ON ALTERATIONS THEREIN, OH THEREON, ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WHITING TO THE BOARD OF DIRECTORS OF THE THE ASSOCIATION, AND TYLORED BY A CETTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PHASIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY ANGER BY A CETTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PHASIDENT OR THE ARB SHALL HAVE THE RIGHT TO HAKE A WRITTEN HEQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

SETS OF ALL PLANS AND SPECIFICATIONS POR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY """"IDING, FENCE, WELL, SHIMMING POOL, TENNIS COURT, ENCLOSURE, SEWEH, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION ON PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOAND TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOAND TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE ON IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ANCHITECTURAL PLANNING CRITERIA.

(1) TO RECOMBEND, FROM TIME TO TIME, TO THE BOAND OF DIRECTORS OF THE ASSOCIATION AND THE ACHITECTURAL PLANNING CRITERIA. ANY MODIFICATION, AND SHALL BUILDING AND NOTICED AND AT WHICH A QUORUM IS PRESENT AND VOTING. WATHING CRITERIA, INCLUDING A VERBATIM COPY OF THE MEMBERS OF THE BOAND OF DIRECTORS OF THE ASSOCIATION AT A MEETING OULLY CALLED AND AT WHICH A QUORUM IS PRESENT AND VOTING. HADDIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE ASSOCIATION PROCEDENT TO THE DELIVERYD TO EACH MEMBER OF THE ASSOCIATION OF AMENDMENT TO THE ERFINC DULY CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CHANGE OR MODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE PEES FOR PROCESSING REQUESTS FOR ANY APPHOVAL OF PROPOSED IMPROVEMENTS. SUCH FEES, IN ANY, SHALL BE PAYABLE TO THE ASSOCIATION, IN CASH, AT THE THAT FLANS AND SPECIFICATIONS ARE SUBHTITED TO THE ARCHITECTURAL.

(4) TO ADOPT A SCHEDULE OF REASONABLE PEES FOR PROCESSING REQUESTS FOR ANY ADDIFICATION.

(5) THE THAT FLANS AND SPECIFICATIONS ARE SUBHTITED TO THE ARB.

ARCHITECTURAL PLANNING CRITERIA

PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED CARAGE FOR NOT LESS THAN THO (2) NOH MORE THAN THREE (3) CARS, NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREERED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCHEENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTAIRS AND DOHNSTAIRS, OF LESS THAN THO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (1,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THE MESIDENCE DESIGN, NO GARAGE, TOOL OH STORIGHT HOOM MAY BE CONSTRUCTED SEPARATE AND APART FROM THE RESIDENTIAL DHELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED PHIOR TO CONSTRUCTION OF THE MAIN RESIDENCE DWELLING.

"ART OF A LOT LOCATED IN PRONT CONSTRUCTED THEREON, AND AN APPROVAL OF THE ARB.

OF ANY FENCE OR WALLS. TO SUBJECT TO THE APPROVAL OF THE COMPOSITION OP ANY FENCE OR WALLS. TO SUBJECT TO THE APPROVAL OF THE COMPOSITION OP ANY FENCE OR MATERIAL USED IN THE SURROUNDIL REQUIRED IN THE FOOT, SEEDIL REQUIRED IN THE FRONT, SIDE AND FILE ARB. IN THE FRONT, SIDE AND FILE ARB. WHICH THE POLLOWING: (1) COMPOSITION OF THE ARB. WHICH POLLOWING: (1) COMPOSITION OF THE CURBENTS OF THE ARB. WHICH POLLOWING: (1) COMPOSITION OF THE CONSTRUCTION OF TENNIS OR ALINE EXTENDED AND ALIGNED WILLING: (2) THE CONSTRUCTION OF TENNIS OR ANY LIGHTING OF SINALL BE DESIGNED SO AS TO BUFF THE LIGHTING; AND, (7) NO ASOVERNAMED AS A DUMPING GROUND ALL TRASH, GARBAGE AND TRASSUCTIONS OF THE CURB. ALL CONTAINERS SHALL TRASH, GARBAGE AND TRASSUCTION (N) TEMPORARY STRUCTURE CHARACTER, TRAILER, BASEMENT, FOUT BUILDING SHALL BE USED ON JUSTING FOR OTHER TEMPORARITY OF PERHANEI USED AS A SALES OFFICE DURING TO ROTHER DEVELOPMENTS BY DEVELOPMENTS BY DEVELOPMENTS BY DEVELOPMENTS BY DEVELOPMENTS BY DEVELOPMENTS BY DEVELOPMENTS OR OTHER OF THE CURB. AND SHRUBS AND ENCOURAGE THE NAME OF THE CURB AS A SALES OFFICE DURING TOR OTHER DEVELOPMENTS BY DEVELOPMENT

ON SIGHT DISTANCE AT INTO OR SHRUB PLANTING WHICH OBSTIDET TO AND SIX (6) I PLACED OR PERMITTED TO REHALT TRIANGULAR AKEA FOHHED BY THE CONNECTION OF THE STREET LIFT FOR STRE

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(B) LAYOUT. NO POUNDATION POR A BUILDING SHALL BE POURED,
NOR SHALL CONSTRUCTION COMMENCE IN ANY MANNER OR RESPECT, UNTIL
THE LAYOUT FOR THE BUILDING IS APPROVED BY THE ARB. IT IS THE
PURPOSE OF THIS APPROVAL TO ASSURE THAT NO TREES ARE
JUNECESSARILY DISTURBED AND THAT THE HOME IS PLACED ON THE LOT IN
TS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIORS. THE ARB SHALL HAVE THE FINAL
VPPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OMBER MUST SUBMIT
TO THE ARB A COLOR PLAN SHOWING THE COLOR OF THE ROOF, EXTERIOR
JALLS, SHOTTERS, TRINS, EYC. THE ARB SHALL CONSIDER THE EXTERIOR
TO WHICH THE COLOR PLAN IS CONSISTENT HITH THE HOMES IN THE
SURROUNDING AREAS AND THE EXTERT TO WHICH THE COLOR PLAN CONFORMS
AITH THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE
SURROUNDING AREAS AND THE EXTERT FOR ARB SHALL DWELLINGS SHALL
THESS SPECIFICALLY AUTHORIZED BY THE ARB ALL DWELLINGS SHALL
TAVE A MASCHRY EXTERIOR EXCEPT FOR GABLES, PORCHES, GARAGES AND
THE SECOND STORY OF A TWO-STORY DWELLING, NO VINYL OR ALUMINUM
SIDING SHALL BE PERMITTED.

(D) ROOF. A FLAT ROOF SHALL NOT BE PERMITTED UNLESS
APPROVED BY THE ARB. SUCH AREAS WHERE FLAT ROOFS ANY DE
PERMITTED ARE PORCHES AND PATIOS. THERE SHALL DE NO FLAT ROOFS
ON THE ENTIRE MAIN BOOY OF THE BUILDING; PROVIDED THAT, THE ARB
SHALL HAVE DISCRETION TO APPROVE SUCH MOOPS ON FART OF THE MAIN
BOST ON THE BUILDING, PARTICULARLY IF MODERN OR CONTEMPORARY IR
DESIGN. NO BUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION
OF ALL PITCHED ROOPS SHALL BE TILE, CEDAR SHAKE SHINGLE, SLATE
ALPHANT OR FIBERCASS SHINGLE, OR OTHER COMPOSITION APPHOVED BY
THE ARB.

OF ALL PITCHED ROOFS SHALL BE TILE, LEADA SHANE SHANUE, ASPHANT OR FIBERCLASS SHINGLE, OR OTHER COMPOSITION APPROVED BY THE ARB.

(E) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGRAPH "A" HEREIN, ALL GARAGES SHALL HAVE A MINIMUM HIDTH OF TWENTY—2-1-E(2) FEET FOR A TWO—CAR GARAGE OF THIRTY—4-2-E(3) FEET FOR A TWO—CAR GARAGE OF THIRTY—4-2-E(3) FEET FOR A TWO—CAR GARAGE OF THIRTY—4-2-E(3) FEET FOR A THREE—CAR GARAGE; HEASURED FROM INSIDE HALLS OF THE GARAGE. ALL GARAGES MUST HAVE EITHER A SINGLE OVERHEAD DOOR HITH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) FOOT DOORS FOR A THO—CAR GARAGE, OR TWO (2) EIGHT (8) FOOT DOORS FOR A THO—CAR GARAGE, OR TWO (2) OR THREE (3), INDIVIDUAL OVERHEAD DOORS, EACH A HINIHUM OF EIGHT (8) FEET IN WIDTH FOR A THREE—CAR GARAGE.

LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTRANCE TO THE GARAGE HHICH SHALL BE PAVED HITH ASPHALT, CONCRETE OR SOME OTHER STADLE AND PERHABRUTH TATERIAL APPROVED BY THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE FOREGOING.

(B) SIGMS. NO SIGN OF ANY KIND SHALL DE DISPLAYED TO PUBLIC VIEW ON AND STUCCO, ON A COMBINATION OF THE POREGOING.

(B) SIGMS. NO SIGN OF ANY KIND SHALL DE DISPLAYED TO PUBLIC THAN TEN SQUARE FEET MORE THAN PIVE SQUARE FEET ADVENTISING THE PROPERTY FOR SALE ON KENT; OR, (3) ONE SIGN OF NOT HORE THAN PIVE SQUARE FEET ADVENTISING THE PROPERTY DURING THE

ADDERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PINASE.

(1) PLAN STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND BLAY STRUCTURES SHALL BE LOCATED AT THE RAIR OF THE DWRLLING, OR OH THE INSIDE PORTION OF CORNER LOTS HATTHE STRUCTURE OF A SIMILLES, OR OH THE INSIDE PORTION OF CORNER LOTS HATTHE STRUCTURE OF A SIMILLES SHALL BE LOCATED AT THE STRUCTURE OF A SIMILLES AND MALLS. THE COMPOSITION, LOCATION AND HELGHFOR AND ALCO THE ARE.

(1) PRINCES AND MALLS THE COMPOSITION, LOCATION AND HELGHFOR ANY FURCE OR MALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARE.

(1) PRINCES IN THE SUMMOUNDING HOMES AND COTHER FRANCES IF ANY.

(1) LAMBSCLAIRS, SEEDING, SPRICATION OF BE SHALL BEQUIFE THE MATERIAL USED IN THE SUMMOUNDING HOMES AND CONTRICKES IF ANY.

(1) LAMBSCLAIRS, SIDE AND REAN YARDS IT SHALL BE THE COAD.

TO PRESERVE ALL EXISTING TREES HIERE POSSIBLE.

(1) SHIMMING PROLES AND THAN ASSOCIATION TO BE CONSTRUCTED.

THE FOLLAHING: (1) COMPOSITION TO BE OF MATERIAL HONOUGHLY TRESTED AND ACCEPTED BY THE LOUSING PAY OR SUCH CONSTRUCTION; TO THE FULLING; (2) THE COURT HOLD SHALL HAVE NOT BE CLOSER THAN AND CONSTRUCTION; TO THE ARE SHALL BE SUBJECT TO THE HE EXTENDED AND ALIGNED HATH HE SIDE MALLS, OF THE DAELLING; (2) HOOSE SHALL BE SUBJECT TO THE HE EXTENDED AND ALIGNED WITH HE SIDE MALLS, OF THE DAELLING; (3) HOOSE SHALL BE VERYOND AND ALIGNED HATH HE SIDE MALLS, OF THE DAELLING; (4) HOOL SCREENING HAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH HE SIDE MALLS, OF THE DAELLING; (3) HOOSE SHALL BE WERE NOTHING HAY NOT BE CLOSER THAN AND CONSTRUCTION; (3) HOOSE SHALL BE WERE TO A SHALL BE WERE THE MADE AND THAN HOOSE SHALL BE KEFT WITH HE SIDE MALL SO THE ANSTER SHALL BE WERE AND THAN HOOSE SHALL BE KEFT WITH HE SIDE MALLS OF THE DAELLING; (3) LOCATION; (4) HE CARBACE AND THAN COPER HE SURROUNDING RESULTED TO BE DELOCATED HAY NOT BE CLOSER THE SHALL BE WERE NOTHER MASTER.

(1) TEMPODARY SPECIFIED THE SHALL BE KEFT WITH AN ENCLOSUAGE HILD HAY NOT BE CLOSER THE WASTE SHA

ON SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS
DETWEEN TWO (2) AND SIX (6) FEET ABOUT THE ROADHAYS SHALL BE
PLACED OR PERHITTED TO REHAIN ON ANY CORNER LOT WITHIN THE
THIANGULAR AREA FORMED BY THE STREET INDETTY LINES AND A LINE
CONNECTING THEM AT POINTS THENTY-FIVE (25) FEET FROM THE
LINTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED
PROPERTY CORNER, FROM THE LYPERSECTION OF A STREET PROPERTY LINE
HITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE
PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS
THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT
(R) UTILITY CONNECTIONS. BUILDING CONNECTIONS PROPERTY
OBSTRUCTION OF SUCH SIGHT-LINES.

(R) UTILITY CONNECTIONS. BUILDING CONNECTIONS PROPERTY
CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANDER TO BE
ACCEPTABLE TO THE BUILDING STRUCTURE IN SUCH A MANDER TO BE
TWENTY-FIVE (25) FEET IN FRONT, THENTY-FIVE PEET (25) IN THE BEAN
AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE
TOO HAVE TWO PRONTS AND ONE SIDE. ALL HEASSDERMENTS SHALL BE
THE BASE OF THE DHELLING. THE ARB MAY, AT ITS DISCRBTION, THEOREM
THE FRONT AND REAR SET-BACKS TO THERTY (20) PEET MAREE APHOPRIATE.

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THE FRONT AND REAR SET-BACKS TO THERTY (20) PEET MAREE APHOPRIATE.

ONE SIGN OF NOT HORE THAN TEN SQUARE PEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER PIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL DE CONSTRUCTED ON ANY AND ANY SUCH STRUCTURE MUST HAVE PRIOR CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

APPROVAL OF THE ARB.

(1) FENCES AND MALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SURCETTO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT HITH THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT HITH THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSTRUCT OF ANY CONSISTENT FUNCE OF THE ARB. IN THE APPROVAL OF ANY LOT SHALL BE SUBJECT TO THE FOLLOWING. (1) COMPOSITION TO BE OF MATERIAL THAT THE RECURST OF THE ARB. WHICH INCLIDE DUT ARE NOT LIMITED. TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(IL) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMHING FOOL OR TENNIS COURT TO SEE CONSTRUCTION.

(IL) SWIMMING POOLS AND TENNIS COURTS. MY SWIMHING FOOL OR THE FOLLOWING. (1) COMPOSITION TO BE OF MATERIAL THATRODUCHLY TESTED AND ALCREDED BY THE INDUSTRY POR SUCH CONSTRUCTION.

(IL) SWIMMING POOLS AND TEXNIS COURTS. MY SWIMHING FOOL OR THE HARD BE CLOSER THAN THE FORT OF THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN THE OUTSIDE EDGE OF ANY POOL WALL MAY STAND BEYOND THE RECHARMING AND ALCRED HITH THE SIDE WALLS OF THE DIDELLING. (1) NO SCREENING OF POOL AREA MAY STAND BRYOND ALINE EXTENDED HAND ALCRED WITH THE SIDE WALLS OF THE DEELLING OF AND ALCRED HITH THE SIDE WALLS OF THE DEELLING OF TENNIS OR BANDHANDON COURTS MUST BE APPROVED BY THE ARB. SAPE OF THE SURROUPDING RECEASAND AND ALCRED HITH SURROUPDING RECEATION AREA SHALL BE LUSED SO AS DUFFER THE SURROUPDING RECEATION AREA SHALL BE LUSED SO AS DUFFER THE SURROUPDING RECEASE WHICH WASTES AND FRANCE AND THERE HAND THE AND THE ARS THALL BE LUSED OR ALLOWED. IN THE ARB. THAT ARE CONTAINEDS. AND LOT SHALL BE RECEASED ANY THE AST OF THE CORD AND ALLOWED. THE THE THE POOL AREA SHALL BE LUSED ON ANY LOT SAME, OR OTHER WASTES. IN ACCUSED THE EXAMPLANCE OF THE ARB. THAT CHARD AND ALCOHOLY THE AREA.

(II) TEMPOVARY STRUCTURES. IN STRUCTURE OF A TEMPOVARY BE COUNTY THE ARB. ARBITATE AT O

ON SHRUB PLANTING MHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS DETWEEN THO (2) AND SIX (6) FEET ANDOUE THE ROADMAYS SHALL BE PLACED OR PERHITTED TO REMAIN ON ANY CORNER LOT MITHIN THE CANDERS OF THE THE ANT POINTS THENTY FIVE (25) FEET FROM LINE CANDECTING THEM AT POINTS THENTY FIVE (25) FEET FROM THE CONNECTING THEM AT POINTS THENTY FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A COUNDED HITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PHEMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS FOR ALLEY PAVEMENT. NO TREES SHALL BE PHEMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS OBSTRUCTION OF SUCH SIGHT-LINES.

THE FOLIAGE LINE IS MAINTAINED AT SUPFICIENT HEIGHT TO PREVENT (R) UTILITY CONNECTIONS. BUILDING CONNECTIONS FOR ALL PAVEMENT, NO TREES SHALL BE PERMITTED TO THE COVERNIUS. BUILDING STRUCTURE IN SUCH A MANNER TO BE CLEETABLE TO THE COVERNIUS UNLIFES STEAKES. BUILDING STEAKES SHALL BE TO THE HEAVE ON THE STORES. BUILDING STEAKES SHALL BE TO THE BOYDE AND THE AREA OF PROPER ON THE SIDES. ALL MEASUREMENT SHALL BE TO THE BOYDE AND DELLING. THE AND THE PROPER OF THE MORLELING. THE AND THE PROPER OF THE BOYLL HE STORES. ALL MEASUREMENT SHALL BE TO THE BOYDE OF THE MORLEL HE STORES. ALL MEASUREMENT SHALL BE TO THE BOYDE OF THE MORLEL HE STORES. ALL MEASUREMENT SHALL BE TO THE BOYDE OF THE MORLEL HE STORES. AND THE MAY OF SHALL BE TO THE MANNER TO THE EXTENDACE. NO ARRIVAL IN THE SUBGRESTION, TREATTEN APPROVAL OF THE AND THE STORES. THE AND THE STITUME TO THE MANNER TO THE COPECOING ARCHITECTURAL PLOT, OR AFFIXED IN ANY THE MANNER TO THE LOT OWNER SUBHITTING TO THE SOUTH SHALL BE TO THE BOYDE OF THE MORLE OF T

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5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCOMPORATED ASSOCIATION UNDER THE INDIANA NOT-FOR-PROFIT CORPORATION ACT AND SHALL BE GOVERNED IN ACCORDANCE WITH SAID ACT AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.

5.2 MEMBERSHIP & WOTING. EVERY PERSON OR ENTITY WHO IS A RECORD FEE SIMPLE OWNER OF A LOT, INCLUDING THE DEVELOPER, AT ALL THES SO LONG AS IT OWNS ALL OR ANY PART OF THE PROPERTY SUBJECT TO THIS DECLARATION, SHALL BE A "EMBER OF THE ASSOCIATION PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST ONLY AS SECURITY POR THE PERFORMANCE OF AN OBLIGATION SHALL HOT BE A MEMBERSHIP SHALL BE APPURTENANT TO, AND MAY NOT BE SPRARATED PROM OWNERSHIP SHALL BE APPURTENANT TO, AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY SUCH CLASSES OF HEMBERSHIP, WHICH CLASSES SHALL HAVE SUCH VOTING RIGHTS, AND ARE SET FORTH IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

ARTICLE SIX: NAINTENANCE ASSESSMENTS

DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HEREBY COVERNATS AND EACH OWNER OF ANY LOT (BY ACCEPTANCE OF A DEED THEREPORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE) INCLUDING ANY PURCHASES AT A JUDICIAL SALE, SHALL HEREAFTER BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY ANNUAL ASSESSMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEHENTS OR HAJOR REPAIRS; SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM THE TO TIME AS HEREIMAFTER PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH INTEREST THEREON FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREOF (INCLUDING REASONABLE ATTORNEYS' PEES), SHALL BE CHARGED ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT(S) AGAINST WHICH EACH SUCH ASSESSMENT IS HADE. AND SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS ERROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR BY ADANDONHENT, OR OTHERWISE ESCAPE

AS HEREINAPTER PROVIDED, THE ANNUAL ASSESSMENT, EXCEPT AS HEREINAPTER PROVIDED, THE ANNUAL ASSESSMENT, EXCLUDING ANY SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN NO EVENT EXCEED \$100.00, PER LOT, PERÄMBUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BÖARD") SHALL FIX THE ASSOCIATION PROVIDED IN ACCORDANCE WITH THE PROJECTED PIMANCIAL BEEDS OF THE ASSOCIATION SHALL FIX THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE IN ANOUNTS DETERNINED IN ACCORDANCE WITH THE PROJECTED PIMANCIAL BEEDS OF THE ASSOCIATION SHALL BISPOSITIVE. BY THE BOARD OF THE ASSOCIATION SHALL BE INCREASED OF THE ASSOCIATION SHALL BE INCREASED OF THE MAXIMUM AMOUNT HERE SHALL BE A UNHERSOLUTION AND SPECIAL ASSESSMENTS SHALL BE A UNHERSOLUTION IS HEREIN MADE SHALL COMMENCE ON THE ASSOCIATION TO BE THE DATE OF COMMENCEMENT. THE PIRST ANNUAL ASSESSMENTS FOR HALL BE ADJUSTED OF COMMENCEMENT. THE PIRST ANNUAL ASSESSMENT SHALL BE FIXED. THE RESOLUTION AUTHORIZING TO THE NUMBER OF MOTHS REMAINING IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT SHALL BE FIXED. SHENT SHALL BE ANNUAL INSTALLMENTS, AS DETERMINED BY THE BECREATION, HEALTH, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE RECREATION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE AUBUST OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, HEALTH, SAPETY AND WELFARE OF THE RESIDENTS I

(2) UTILITIES POR'THE COMMON AREAS,

(3) MAINTENANCE AND REPAIR OF ALL STORM DRAINS, SANITARY SEWERS, AND EASEMENTS SHOWN ON THE PLAT AND MAINTENANCE AND REPAIR OF DRAINAGE EASEMENTS AND WATER RETENTION EASEMENTS SHOWN ON THE PLAT.

(4) FIRE INSURANCE COVERING THE PULK THENDRAPS

(4) PIRE INSURANCE COVERING THE PULL INSURABLE REPLACEMENT VALUE OF THE COMMON AREAS WITH EXTENDED COVERAGE;

(5) LIABILITY INSURANCE INSURING THE ASSOCIATION AGAINST ANY AND ALL LIABILITY TO THE PUBLIC, TO ANY OWNER, OR TO THE INVITEES, OR TENANTS OF ANY OWNER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE COMMON AREA. THE POLICY LIMITS SHALL BE SET BY THE ASSOCIATION, AND SHALL BE REVIEWED AT LEAST ANNUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION;

ASSOCIATION;

WORD THE ASSOCIATION AND SHALL BE REVIEWED AT LEAST ASSOCIATION;

ASSOCIATION;

(6) WORKHEN'S COMPENSATION INSURANCE TO THE EXTENT NECESSARY TO COMPLY WITH THE INDIANA STATUTES, AND ANY OTHER INSURANCE DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION;

ASSOCIATION;

(7) ACQUISITION OF FURNISHINGS AND EQUIPHENT FOR THE COHMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL MECESSARY OR PROPER FOR USE OF THE COHMON AREAS; AND PERSONNEL MECESSARY OR PROPER FOR USE OF THE COHMON AREAS; AND PERSONNEL REPAIRS, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENT, SUPERVISION, SERVICES, PERSONNEL, REPAIRS, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENT TO THE ASSOCIATION IS REQUIRED TO SECURE OR PAY PUBSUANT TO THE DECESSARY OR PROPER IN THE OPENATION OF THE BOADD OF DIRECTORS OF THE ASSOCIATION FOR THE OPENATION OF THE BOADD OF DIRECTORS OF THE CLOT OWNERS, OR FOR THE EMPORTMENT TO THE DECESSARY OR PROPER IN THE OPENATION OF THE BOADD OF DIRECTORS OF THE LOT OWNERS, OR FOR THE EMPORTMENT OF THE SERVICE OF THE COST OF ANY CONSTRUCTION.

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ADDITION TO HAINTENANCE UPON THE COMMON AREAS, THE ASSOCIATION HAY PROVIDE UPON ANY LOT REQUIRING SAME, WHEN MECESSARY IN THE OPINION OF THE BOARD, TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD, HAINTENANCE, INCLUDING PALMY, REPAIR, ROOF REPAIR AND REPLACEMENT, GUTTERS, DOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YAND CLEAN-UP AND/OR MAINTENANCE; PROVIDED, HOWEVER, THAT TEN (10) DAYS WRITTEN NOTICE HUST FIRST DE GIVEN TO THE CHURR OP ANY SUCH LOT OF THE NEED OF SUCH CLEAN-UP AND/OR MAINTENANCE. THE COST OF SUCH HAINTENANCE SHALL BE ASSOCIATION, BENEFITING FROM BEAGET, SUCH CLEAN-UP AND/OR HAINTENANCE IS PERFORMED, OR, IN THE LOTS INVOLVED IN THE ASSESSMENT SHALL BE APPORTIONED AHONG THE LOTS INVOLVED IN THE ANNHER DETERMINED TO BE APPROPRIATE BY THE BOARD. IF NO ALLOCATION IS HADE, THE ASSESSMENT SHALL BE UNIFORMLY ASSESSED AGAINST ALL OF THE LOTS IN THE ANNHER DETERMINED TO BE CONSIDERED A PART OF THE ANNUAL OR SPECIAL ASSESSMENTS SHALL BE COST OF THE ANNUAL OR SPECIAL ASSESSMENTS SHALL BE PRESONAL OBLICATION OF THE OWNER AND SHALL BECOME DUE AND PAYABLE IN ALL RESPECTS, TOGETHER HITH INTEREST, REASONABLE ATTORNEY'S FEES, AND COSTS OF COLLECTION, AS PROVIDED FOR THE OTHER ASSESSMENTS SHALL BE UNIFORMLY ASSESSED AND SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE ASSESSMENTS SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE AND SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION AND SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE AUTHORIZED BY THE SECTION, THE ASSOCIATION AND SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION AND SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION AND SHALL BE SUBBRDINATE TO PERFORMING THE MAINTENANCE AUTHORIZED BY THE OWNER, TO SHALL BLANDED FOR THE ASSOCIATION AND SHALL BE SUBBRDINATE. TO THE ASSOCIATION AND SHALL BE SUBBRDINATE.

DUTIES OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL FIX THE DATE OF COMMENCEMENT, AND THE AMOUNT OF THE ASSESSMENT AGAINST EACH LOT FOR EACH ASSESSMENT, AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH DATE OR PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OFFI TO INSPECTION BY THE OFFICE OF THE ASSOCIATION AND SHALL BE SENT TO EVERY OWNER. WRITTEN NOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO NOT LATER THAN SYPEN IT ON ANY OWNER SUBJECT THERETO NOT LATER THAN SYPEN IT ON ANY OWNER SUBJECT THERETO NOT LATER THAN SYPEN IT ON ANY OWNER SUBJECT THERETO NOT LATER THAN SYPEN IT ON ANY OWNER SUBJECT THERETO TO ANY CHARLE ON CHARMAD, AND FOR A REASONABLE CHARGE, PURRISH TO ANY OWNER LIABLE FOR SID ASSESSMENT A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING FORTH WHETHER SAID ASSESSMENT HAS BEEN PAID. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID. WHICH PROVISION IS HEREIN HADE AS HELL AS IN ANY OTHER SECTION OF THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY PIRST THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY PIRST HORTGAGE TO A BANK, LIFE INSURANCE COMPANY, PEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION, OR REAL ESTATE INVESTMENT TRUST. SUCH SUBGRDINATION SHALL APPLY ONLY TO THE ASSESSMENTS WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECRREE OF FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE AND IN ANY OTHER PROCEDING IN LIEU OF FORECLOSURE SHALL RELIEVE ANY LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE, NOR FROM THE LIEN OF ANY SUBSEQUENT ASSESSMENT. THE WRITTEN OPINION OF EITHER THE DEVELOPER OR THE ASSOCIATION THAT THE LIEN OF SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION OF SUBORDINATION.

ANTICLE SEVEN:

7.1 DEVELOPER'S RIGHT'OF FIRST REPUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SINGLE FARILY RESIDENCE HAS NOT BEEN CONSTRUCTED SHALL BE COLD OR TRANSFERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITING, ITS RIGHT TO PURCHASE SAID LOT.

HAKE A BONA FIDE SALE OF HS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF TE PROPOSED CONTRACT OF SALE (THE *PROPOSED CONTRACT*). WITH H TUINTY (30) DAYS OF RECEIPT OF SUCH NOTICE AND INFORMATION, EVELOPER SHALL EITHER EXERCISE, OR WAIVE EXERCISE OF, ITS RIGHT OF FIRST REFUSAL. IF DEVELOPER ELECTS TO EXERCISE AND INFORMATION, OF FIRST REFUSAL, IT SHALL, HITHIN THIRTY (30) DAYS AFTER RECIPT OF SUCH NOTICE AND INFORMATION, DELIVER TO OWNER AN AGRE MENT TO BURCHASE THE LOT UPON THE FOLLOWING TERMS: (1) THE PROPOSED CONTRACT. (2) THE SALE SHALL BE THAT STATE IN THE PROPOSED CONTRACT. (2) THE SALE SHALL BE CLOSED WITH HIRTY (30) DAYS AFTER THE DELIVERY OR HAKING OF THE DEVELOPER'S AREEMENT TO PURCHASE.

7.3 CERTIFICATE OF ALMAIVE ITS RIGHT OF FIRST REURITHIN THIRTY (10 CONTRACT, DEVELOPER'S HAIVE EXECUTED BY DEVELOPER IN RECOTO THE PROPOSED CONTRACT UPUBLIC RECORDS OF MARION CONTRICT OF THE PROPOSED OF MARION CONTRIBUTION CON P AIVER. IP DEVELOPER SHALL ELECT TO RUSAL, OR SHALL FAIL TO EXERCISE SAID 110 DAYS OF RECEIPT OF THE PROPOSED AIVER SHALL BE EVIDENCED BY A CERTIFICATE RECORDABLE FORM WHICH SHALL BE DELIVERED TO URCHASER AND MAY BE RECORDED IN THE COUNTY, INDIANA.

TO OR SALE BY ANY BANK, L'TE INSURANCE COMPANY, PEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF OWNING A NORTGAGE UPON WHE LOT CONCERNED, AND THIS SHALL BE SO WHETHER THE TITLE IS A DUIRED BY DEED PROM THE MORTGAGON OR ITS. SUCCESSORS IN TITLE OF THROUGH FORECLOSURE PROCEEDINGS, WOR SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH BY DEVELOPER AS TO ANY TANSFER OF TITLE TO A LOT AT A DULY ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY LAW, SUCH AS BUT NOT LIHITD TO EXECUTION SALE, FORECLOSURE SALE, JUDICIAL SALE OR TAX SALES

INTEREST THEREIN, UPON HICH A SINGLE-PAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED, HITHOUT NOTICE TO DEVELOPER AND WAIVEN OF DEVELOPER'S RIGHT OF FIRST REPUSAL AS APPRESAID, SHALL BE VOID.

WILLE RIC CKHERAL PROVISIONS

AND RESTRICTIONS OF THIS STLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INURE THE BENEFIT OF AND BE EMPGORGADLE BY THE DEVELOPER, THE ASSOCIATION OR THE OWNER OF ANY PROPERTY SUBJECT TO THIS DECL ATION. THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, WILCESONS AND ASSIGNS, FOR A TERM OF TWENTY-PIVE (25) YEARS WROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH THE SAID COVENANTS AND RESTRICTIONS SHALL AUTOMATCALLY BE EXTEND FOR SUCCESSIVE PERIODS OF TEM (10) YEARS UNLESS AN INSTRUM, YE SIGNED BY THE THEN OWNERS OF TEM (27) OF THE LOTS BEEN RECORDED, AGREEING TO CHANGE OR TERMINATE SAID COVENANTS IN WHOLE OR IN PART.

B.2 REMEDIES FOR VIOLATIONS. -VIOLATION OR BREACH OF ANY CONDITION. COVENANT OR RESTRICTION HEREIN CONTAINED SHALL GIVE THE DEVELOPER, THE ASSOCIATION, THE OWNER(S) OR THE NETROPOLITAN DEVELOPENT COHHISSION, IN ADDITION TO ALL OTHER REMEDIES, THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO CHUER REMEDIES, THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO CHUER COMPLIANCE WITH THE TERMS OF SAID CONDITIONS, COVENANTS OR RESTRICTIONS, AND TO PREVENT THE VIOLATION OR BREACH OF ANY OF THEN, AND THE EXPENSE OF SUCH LITIGATION SHALL BE BORNE BY THE THEN OWNER OR OWNERS OF THE SUBJECT PROPERTY, PROVIDED SUCH PROCEEDING RESULTS IN A FINDING THAT SUCH OWNER, WAS IN VIOLATION OF SAID COVENANTS OR RESTRICTIONS. EXPENSES OF LITICATION SHALL INCLUDE REASONABLE ATTORNEYS' FREES INCURRED BY DEVELOPER AND/OR THE ASSOCIATION IN SERVING SUCH ENPORCEMENT. THE HETROPOLITAN DEVELOPER AND/OR RIGHT, POWER OR AUTHORITY, TO EMPORCE ANY COVENANTS, COMMITTHENEYS, RESTRICTIONS OR LIMITATIONS CONTAINED ON THE PLAT OTHER THAN THOSE COMPANIES, COMMITTENEYS, RESTRICTIONS OR LIMITATIONS EXPRESSIVE RUN IN PAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUCD THE PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUCD THE PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, SEACH, AGAMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THE PLAT BY THE PLAT COMMITTEE.

AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE NUMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY ARFECTED BY THIS DECLARATION, OR AMENDMENT THERETO, OR APPOINTS A DIRECTOR OP THE ASSOCIATION, NO AMENDMENT WILL BE EFFECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDER AND CONSENT.

B.4 CONSTRUCTION & INTERPRETATION. HHENEVER USED THE SINGULAR SHALL INCLUDE THE PLURAL AND SINGULAR. AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENEERS. INVALIDATION OF ANY ONE OF MORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL SH NO WAY APPECT ANY OTHER PROVISIONS WHICH SHALL THAN IN PULL FORCE AND REFECT. ANY NOTICES REQUIRED TO BE SELL TO HAVE HERBER OR OHNER UNDER THE PROVISIONS OF THIS DECLARATION SHALL BE DEERIED TO HAVE BEEN PROPERLY SENT WHEN HALLED, FOSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF THE PERSON WHO APPEARS AS HEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH HALLENGE.

8.5 DEFINITIONS. THE POLLOWING WORDS, WHEN USED IN THIS DECLARATION THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE POLLOWING BENNINGS:

*ASSOCIATION AND REPER TO THE SOUTHCREEK HOMEOWNER'S ASSOCIATION AND REPER TO THE SOUTHCREEK HOMEOWNER'S ASSOCIATION AND ALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS POR THE NON-EXCLUSIVE COMMON AREAS TO BE CONVEYED BY DEVELOPER ARE TO BE OWNED AND HAINTAINED BY THE ASSOCIATION POR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

DEVELOPER SHALL MEAN THE SOUTHCREEK DEVELOPMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION.

DEVELOPER SHALL MEAN THE SOUTHCREEK DEVELOPMENT OF THE OWNERS OF ANSIGNED ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION PROM THE DEVELOPER FOR THE PURPOSE OF DEVELOPMENT.

LOT* SILLS HEAN AND REPER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION, REPERRED TO ABOVE, ON THE ECORDED PLAT OF THE SUBDIVISION, REPERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR NOT CHE MAS BEEN CONSTRUCTED.

"MAINTENANCE" SHALL HEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLUDING ANY BUILDINGS, EASEMENTS OF INGRESS AND EGRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UTILIZIY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IMPROVEMENTS AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL TOWNSTRON "OWNER" SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLERS, BUT NOT INCLUDING CONTRACT PURCHASERS.

THE ASSOC BER" SHALL MEAN EVERY PERSON OR ENTITY HOLDING MEMBERSHIP IN ASSOCIATION.

"SUBDIVISION" SHALL HEAN AND REPER TO "SOUTHCREEK, SECTION IT AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, BHAUL INCLUDE THE REAL PROPERTY DESCRIBED IN THE PLAT.

"THE HETROPOLLITAN DEVELOPMENT COMMISSION OF THE CITY OF THE HETROPOLITAN DEVELOPMENT COMMISSION OF THE CITY OF INDIANAPOLIS, INDIANA.

THE ASSOCIATION IN SEEKING SUCH ENPORCEMENT. THE HETROPOLITAN THE ASSOCIATION IN SEEKING SUCH ENPORCEMENT. THE HETROPOLITAN THE ASSOCIATION IN SEEKING SUCH ENPORCE AND ASSIGNS, SHALL HAVE NO DEVELOPMENT COMMISSION, 175 SUCCESSORS AND ASSIGNS, COMMITTHENTS, RIGHT, POWER OR AUTHORITY, TO ENPORCE ANY COVENANTS, COMMITTHENTS, RESTRICTIONS OR LIMITATIONS THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAN THE DEVELOPMENT EXPRESSLY RUN IN PAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION PROHIBED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION PROHIBED TO REVENT THE METROPOLITAN DEVELOPMENT COMMISSION PROHIBED TO APPROVAL OF SHANDARD OF THE SUBDIVISION CONTROL ORDINANCE, ENFORCING MAY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, ENFORCING MAY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, ENFORCING MAY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, ENFORCEMENT OF THE PLAT BY THE PLAT COMMITTEE.

AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN AND FROM TIME EXECUTED BY OWNERS HOLDING NOT LESS THAN TWO-THIRDS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PROVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY ASSOCIATION, NO AMENDMENT HILL BE EFFECTIVE DIRECTOR OF THE SECUTION, NO AMENDMENT WILL BE EFFECTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOHNER AND CONSENT.

WITHOUT DEVELOPER'S EXPRESS WRITTEN JOHNER AND THE USE OF SINGULAR SHALL INCLUDE THE PLURAL AND SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENEERS. INVALIDATION OF ANY ONE OR ANY GENDER SHALL INCLUDE AND RESTRICTIONS BY JUDGHENT OR COURT HORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGHENT OR COURT OF ANY MEMBER OR OWNER HUDGE THE PROVISIONS OF THIS DECLARATION TO ANY MEMBER OR HAVE BEEN PROPERLY SENT WHEN HALLED, FOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN HALLED, TOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN HALLED, TOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN HALLED, TOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN HALLED, TOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN HALLED, TOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN HALLED, TOSTAGE SHALL BE DEBREAD TO HAVE BEEN PROPERLY SENT WHEN ALLED, TOSTAGE SHALL BE DEBREAD ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH HALLING.

DECLARATI DECLARATI ASSOCIATION

THE POLLOWING WORDS, WHEN USED IN THIS PROFIT OF PROPERTY WHICH PROPERTY SHALL PROPERTY SHALL HAVE THE POLLOWING WORDS, WHEN USED IN THE SOUTHCREEK HOMEOWNER'S POLLOWING MEAN AND REPER TO THE SOUTHCREEK HOMEOWNER'S NASSOCIATION NOT POR PROPERTY WHICH ASSOCIATION WORDS AND PROPERTY WHICH

*COMMON AREA" SHALL MEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER OWNS FOR THE NON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTE SHOWN ON THE PLAT. THE COMMON AREAS TO BE CONVEXED BY DEVELOPER ARE TO BE OWNED AND HAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTE IN THE SUBDIVISION.

**DEVELOPRE* SHALL MEAN THE SOUTHCREEK DEVELOPMENT CO., AN "DEVELOPRE" SHALL MEAN THE SOUCCESSORS AND ASSIGNS, IF ANY SUCH SUCCESSOR OR ASSIGNEE ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION FROM THE DEVELOPER FOR THE PURPOSE OF DEVELOPMENT.

LOT* SALLEMEAN AND REFER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION TOCETHER WITH ANY AND ALL IMPROVEMENTS THEREON SHOWN ON THE CORDED PLAT OF THE SUBDIVISION, REFERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR WHICH A RESIDENTIAL STRUCTED.

"HAINTENANCE" SHALL HEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLIDING ANY BUILDINGS, EASEMENTS OF INGRESS AND EGRESS, DRAINAGE EASEMENTS, WATER RETENTION EASEMENTS, UNILITY EASEMENTS, LANDSCAPING, LICHTING AND OTHER RELATED IMPROVEMENTS AND PIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION.

OWHER SHALL MEAN THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OF THE STEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE EVELOPER, AND INCLUDING CONTRACT SELLERS, BUT NOT INCLUDING CONTRACT PURCHASERS.

MEMBER SHALL MEAN EVERY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

"SUBJECTION" SHALL HEAN AND REFER TO "SOUTHCREEK, SECTION I" AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, AND SHALL INCLUDE THE REAL PROPERTY DESCRIBED IN THE FLAT.

"THE HETROPOLITAN DEVELOPMENT COMMISSION" SHALL HEAN AND REFER TO THE HETROPOLITAN DEVELOPMENT COMMISSION OF THE CITY OF INDIANAPOLIS, INDIANA.

INDIANAPOLIS, INDIANA.

TO BE EXECUTED AS OF THIS LT. DAY OF MARCH. 1987.

SOUTHCREEK DEVELOPMENT CO.

1212121

RICHARD J. KUSTER, SECRETARY

STATE Š ANVIONI

COUNTY OF MARION

THE POREGOING DECLARATION SOUTH CREEK, SECTION II. WAS DAY OF THICKEY, SECTION II. 1889, J. KUSTER, PRESIDENT AND SISOUTHCREEK DEVELOPMENT CO., ANTHE CORPORATION. WAS ACKNOWLEDGED BEFORE HE THIS 1771
1969, BY WINDEXTH F. ROBERTS AND RICHARD
AND SECRETARY RESPECTIVELY, OF THE
AN INDIANA CORPORATION, ON BEHALF OF

SIGNATURE:

ALICE A. O'BRIEN

RESIDING IN HARION COUNTY

HY COMMISSION EXPIRES:

HOVERBER 2, 1990

L KUSTER, ATTORNEY IST STREET LIS, INDIANA A620A

STION THREE: COVENANTS

- B.2 REMEDIES POIL VIOLATIONS. VIOLATION OR BREACH OF ANY CONDITION, COVENAMY OR MESTIGOTION REHEM COMPAINED SHALL GIVE THE DEVELOPER, THE ASSOCIATION, THE OWNER(S) OR THE METHOPOLITAN DEVELOPHENT COMMISSION, IN ADDITION TO ALL OTHER REPROPOLITAN DEVELOPHENT COMMISSION, IN ADDITION TO ALL OTHER REPROPOLITAN DEVELOPHENT COMMISSION, IN ADDITION TO ALL OTHER REPROPOLITAN OR HER REQUITY TO COMPEL A COMPILANCE WITH THE TERMS OF SAID COMDITIONS, COVENANTS ON RESTRICTION OR BREACH OF ANY OF THEM, AND THE EXPENSE OF THE SUBJECT PROPERTY, PROVIDED SUCH PROCEEDING RESULTS IN A FINDING THAT SUCH OMNER WAS IN VIOLATION OF SAID COVENANTS OR ATTORNEYS' FEES INCURRED BY DEVELOPER AND/OR THE ASSOCIATION IN SEEKING SUCH EMPORCEMENT. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSONS AND ASSIGNS, SHALL HAVE HOUSELOPHEN COVENANTS, COMMITMENTS, RESTRICTIONS OR CHIEF ALTA OTHER RESTRICTIONS OR OTHER LINITATIONS COMPAINED ON THE PLAT OTHER RESTRICTIONS OR DEVELOPHER LINITATIONS OR METROPOLITAN DEVELOPMENT THE PLAT OTHER EXPRESSION, PROVIDED FURTHER, THE METROPOLITAN DEVELOPMENT COMMISSION, PROVIDED FURTHER, THE METROPOLITAN DEVELOPMENT FROM ENFONCING ANY PROVISIONS OF THE SUBDIVISION CONTINOL ORDINANCE, SUB-AO-J, AS AMENDED, OR ANY COMMITTEE.
- B.3 AMENDHENT. THIS DECLARATION HAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME UPON THE EXECUTION AND RECORDATION OF AN INSTRUMENT EXECUTED BY OWNERS HOLDING FOT LESS THAN TWO-THIRUS (2/3) OF THE VOTING INTEREST OF THE MEMBERSHIP, PHOVIDED THAT SO LONG AS DEVELOPER IS THE OWNER OF ANY LOT OR ANY PROPERTY AFFICTED BY THIS DECLARATION, ON ANEHOMENT THERETO, ON APPOUNTS A DIRECTOR OF THE ASSOCIATION, HO ANEHOMENT WILL BE EFFICTIVE WITHOUT DEVELOPER'S EXPRESS WRITTEN JOINDER AND CONSERT.
- B.4 CONSTRUCTION & INTERPRETATION. WHENEVER USED THE SINGULAR SHALL INCLUDE THE PLUNKL AND SINGULAR, AND THE USE OF ANY GENERE SHALL INCLUDE ALL GENDERS. INVALIDATION OF ANY OFFICE COVERNANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND FFFECT. ANY MOTICES REQUIRED TO BE SENT TO ANY MEMBER ON OWNER UNDER THE PROVISIONS OF THIS DECLARATION SHALL PREPAID. TO THE LAST KNOWN ADDRESS OF THE PERSON WHO APPLANS AS MEMBER OR OWNER ON THE RECORDS OF THE ASSOCIATION AT THE TIME OF SUCH MAILING.
- 0.5 DEPINITIONS. THE FOLLOWING WORDS, WHEN USED IN THIS DECLARATION (UNLESS THE CONTEXT SHALL PROHIBIT) SHALL HAVE THE FOLLOWING MEANINGS:
- "ASSOCIATION" SHALL MEAN AND REFER TO THE SOUTHCHEEK HOMEOWNER'S ASSOCIATION, INC., AN INDIANA CORPORATION HOT FOR PROFIT.
- *COHMON AREA* SHALL HEAN ALL REAL AND/OR PERSONAL PROPERTY WHICH THE ASSOCIATION AND/OR THE DEVELOPER ONDS FOR THE NON-EXCLUSIVE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOT'S SHOWN ON THE PLAT. THE COMMON AREAS TO BE CONVEYED BY DEVELOPER ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUNDIVISION.
- *DEVELOPER* SHALL MEAN THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION, ITS SUCCESSONS AND ASSIGNS, IF ANY SUCH SUCCESSON OR ASSIGNEE ACQUIRES THE UNDEVELOPED PORTION OF THE SUBDIVISION FROM THE DEVELOPMENT.
- *LOT* SHALL MEAN AND REFER TO ANY LOT OR OTHER TRACT IN THE SUBDIVISION, TOGETHER WITH ANY AND ALL INPROVENEWS THEREON SHOWN OR THE RECORDED PLAT OF THE SUBDIVISION, REPERRED TO ABOVE, ON WHICH A RESIDENTIAL STRUCTURE COULD BE CONSTRUCTED, WHETHER OR HOT CHE HAS BEEN CONSTRUCTED.
- *MAINTENANCE* SHALL MEAN THE EXERCISE OF REASONABLE CARE TO KEEP THE COMMON AREA INCLUDING ANY BUILDINGS, EASEMENTS OF INGRESS AND THE RETENTION EASEMENTS, UTILITY EASEMENTS, LANDSCAPING, LIGHTING AND OTHER RELATED IN THE PROPERTY AND FIXTURES IN A CONDITION COMPARABLE TO THEIR ORIGINAL CONDITION.
- *OWHER* SHALL MEAN THE RECORD OWNER, WHETHER ONE OR NORE PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE SUBDIVISION, OR ANY SUBSEQUENT ADDITIONS THERETO, INCLUDING THE DEVELOPER, AND INCLUDING CONTRACT SELLENS, BUT NOT INCLUDING CONTRACT PURCHASERS.
- "MEMBER" SHALL MEAR EVERY PERSON OR ENTITY HOLDING MEMBERCHIP IN THE ASSOCIATION.
- *SUBDIVISION* SHALL MEAN AND REFER TO "SOUTHCREEK, SECTIONIII AND TO ALL SUCH EXISTING PROPERTY, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION AND ANY SUPPLEMENTAL DECLARATION, AND SALL INCLUDE THE REAL PROPERTY DESCRIBED IN THE PLAT.
- "THE RETROPOLITAR DEVELOPHENT COMMISSION OF THE CIFE OF THE REPORT AND REPERT OF

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AND THE ANOUNT OF THE ASSESSMENT TAANIET EACH LOT FOR EACH AND THE ANOUNT OF THE ASSESSMENT EACH LOT FOR EACH AND ASSESSMENT, AT LEAST THIATY TIME, PREPARE A ROSTER OF THE LOTS PERIOD AND SHALL, AT THAT TIME, PREPARE A ROSTER OF THE LOTS AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE ASSOCIATION BY THE ASSESSMENT TO INSPECTION BY THE OPERAL BESENT TO EVERY OWNER, WRITTEN HOTICE OF THE ASSESSMENT SHALL BE SENT TO EVERY OWNER, WRITTEN HOTICE OF THEREFOR. THE ASSOCIATION SHALL, ON THE DATE OF COMMENCENEUT THEREFOR. THE ASSOCIATION SHALL, ON THE DATE OF AND FOR A REASONABLE CHANGE, FURNISH TO ANY OWNER BEANAD, AND FOR A REASONABLE CHANGE, FORTH IN HISTING SIGHED BY AN LIABLE FOR SAID ASSESSMENT A CENTIFICATE IN WRITTING SIGHED BY AN ASSESSMENT ANS BEEN FAID. SUCH CERTIFICATE IN WRITTING SIGHED BY AN ASSESSMENT HAS BEEN FAID.

ARTICLE SEVEN: THANSFERS OF UNIMPROVED LOTS

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- TI DEVELOPER'S RIGHT OF PIRST REPUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND HO INTEREST THLERIN, UPON WHICH A SINGLE FAMILY RESIDENCE HAS NOT REFER CONSTRUCTED SHALL HE SOLD ON THANSPERRED UNLESS AND UNTIL THE OWNER OF SUCH LOT SHALL HAVE FIRST OFFERED TO SELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN UNITING, ITS KICHT TO PURCHASE SAID LOT.
- T.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A BONA FIDE SALE OF HIS LOT OR ANY INTERLET THEREIN SHALL GIVE TO DEVELOPER HOTICE OF SUCH INTENTION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE PROPOSED CONTRACT). WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH HOTICE AND INFORMATION, DEVELOPER SHALL EITHER EXERCISE, OR HOTICE AND INFORMATION, THE RIGHT OF FIRST REPUSAL. IT SHALL, WITHIN ELECTS TO EXERCISE ITS RIGHT OF FIRST REPUSAL, IT SHALL, WITHIN THIRTY (30) DAYS AFTER RECLIFT OF SUCH HOTICE AND INFORMATION, THE FILLIVER TO OWNER AN AGREEMENT TO FURCIASE THE LOT UPON THE FILLIVER TO OWNER AN AGREEMENT TO FURCIASE THE LOT UPON THE FARMENT SHALL HE THAT STATED IN THE PROPOSED CONTRACT. (2) THE PARMENT SHALL HE CLOSED WITH THIRTY (30) DAYS AFTER THE DELIVERY ON MAKEING OF THE DEVILOPEN'S AGREEMENT TO PURCHASE.
- 7.3 CERTIPICATE OF MAIVER. IF DEVELOPER SHALL ELECT TO WAIVE ITS RIGHT OF FIRST REFUSAL, OR SHALL FAIL TO EXERCISE SAID RIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PHOPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF HARLON COUNTY, INDIAMA.
- 7.4 EXCEPTIONS. THIS SECTION SHALL NOT APPLY TO A TRANSFER TO OR SALE BY MAY BARK, LIFE HISURANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS THILE AS A RESULT OF OWNING A MORTGAGE UPON THE LOT CORCERNIED, AND THIS SHALL HE SO WHETHER THE TITLE IS ACQUIRED BY DEED FROM THE MORTGAGON OR ITS SUCCESSORS IN TITLE OR THROUGH PORRECOSURE PROCEEDINGS; MURISHE THIS SECTION APPLY TO A SALE BY ARY SUCH INSTITUTION WHICH SO ACQUIRES THILE. HEITHER SHALL THIS SECTION REQUIRE THE MAIVER BY DEVILOPER AS TO ANY TRANSFER OF TITLE TO A LOT AT A HULF ADVERTISED PUBLIC SALE WITH OPEN BIDDING WHICH IS PROVIDED BY LAM, SUCH AS BUT HOT LIMITED TO EXECUTION SALE, FORECLOSURE SALE, JUDICIAL SALE OR TAX SALES.
- 7.5 UNAUTHORIZED TRANSACTION. ANY SALE OF A LOY, OR ANY INTEREST THEREIN, UPON WHICH A SINGLE-FAMILY RESIDERCE HAS HOT BEEN CONSTRUCTED, RITHOUT NOTICE TO DEVELOPER AND WAIVER OF DEVELOPER'S RIGHT OF FIRST REFUSAL AS AFORESAID, SHALL BE VOID.

ANTICLE EIGHT: GENERAL PROVISIONS.

AND HESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INDUE TO THE BEHEFFY OF AND BE EMPORCEABLE BY THE DEVALOPER, THE ASSOCIATION OR THE OWNER OF ANY PROPERTY SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, REIRS, SUCCESSOUS AND ASSIGNS, FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS ALCOHOLD, ATTER WHICH THE SAID COVERANTS AND RESTRICTIONS SHALL ALTOHATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS OF THE LOTS HAS BEEN RECONDED, ACHEEN OF THE OWNERS OF TWO-THANDS (2/3) OF THE LOTS HAS BEEN RECONDED, ACHEENG TO CHANCE OR TERMINATE SAID COVERANTS AND RESTRICTIONS IN PARCE.

OUTHCREE

ADDITION TO MAINTENANCE DION THE COMMON AREAS, THE ASSOCIATION BAY FROVIDE DEVOK ANY LOT REQUINING SAME, THE ASSOCIATION OF THE BUOADD, TO PRESENCE THE BEAUTY, QUALTY AND VALUE OF THE REIGHORIDO, MAINTENANCE, INCLUDING FAIRT, REPAIR, REPAIR, OF THE REIGHORIDO, MAINTENANCE, INCLUDING FAIRT, REPAIR, REPAIR, ROPEREALE, THE CORTOR AND/OR MAINTENANCE, FROVIDED, HOMEVER, THAT THE OFTH TO SUCH FACES, AND YAND CLEAN-UP AND/OR MAINTENANCE THE PROVIDED, HOMEVER, THAT THE LOT UPON MAINTENANCE SHALL BE ASSESSED AGAINST THE LOT UPON MILICII SUCH MAINTENANCE IS ASSESSED, OR, IN THE OPHHON OF THE BOARD OF DIRECTORS OF THE RESPONDED AGAINST THE LOTS INVOLVED IN THE MANNER DETERMINED TO BE CONSTRUCTION. BEHEFITING FROM SAME. THE MANNER DETERMINED TO BE CONSTRUCTION. THE BOARD OF THE MANNER DETERMINED TO ANY SUCH MAINTENANCE IS ASSESSMENT SHALL BE UNIFOUNLY ASSESSED AGAINST ALL OF THE LOTS INVOLVED IN THE MANNER DETERMINED TO THE ARTERIOR MAINTENANCE ASSESSMENT SHALL BE AREA. THE EXTERIOR MAINTENANCE ASSESSMENT SHALL BE ARE EXTERIOR MAINTENANCE ASSESSMENT SHALL BE ALLEONED OF THE ANNUAL OR SPECIAL ASSESSMENTS. AND COSTS OF COLLECTION AND SHALL BE ALLEONE OUR MAINTENANCE ASSESSMENT SHALL BE ALLEONED FOR THE LOTS AND COSTS OF COLLECTION AS PROVIDED FOR THE COTHER ASSESSMENT SHALL RESPECTES. TOGETHER AITH INTEREST, REASONABLE TO PRICE PROVIDED BY HEREIN. AS PROVIDED FOR THE ASSOCIATION AND SHALL BE SUBORDINATE TO PRICE OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO PRICE OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO PURPOSE OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO PURPOSE OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO PURPOSE OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO PURPOSE OF THE ASSOCIATION AND SHALL BE ALTERDADE OF THE PURPOSE OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO THE COSTS OF COLLECTION AS PROVIDED FOR THE SHALL HOURS ANY DAY EXCEPT SUBDAY.

6.6 SUBORDINATION OF LIEN. THE LIEN OF THE ASSESSMENT FOR WHICH PROVISION IS HEMELIA MADE AS WELL AS IN ANY OTHER SECTION OF THIS DECLARATION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MONTGAGE TO A BANK, LIFE INSURANCE COMPANY, FEDERAL OF STATE SAVINGS AND LOAN ASSOCIATION, ON HEAL ESTATE INVESTMENT THIST SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS HHICH HAVE SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS HHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SECRET ON THE ASSESSMENT HICH HAVE BECOME ON PROCEEDING IN LIEU OF FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF PORECLOSURE SHALL WELLTER ANY THANKFER ON PROCEEDING IN LIEU OF FORECLOSURE SHALL BECOMING DUE, HOR FROM THE LITH OF ANY ASSESSMENTS THERE WAITTEN OPINION OF EITHER THE BLVILLOPER OR THE ASSOCIATION THAT THE LIEU OF SUBORDINATION.

DIRECTORS OF THE ASSOCIATION SHALL FIX THE BOARD OF DIRECTORS. THE BOARD OF THE ASSOCIATION SHALL FIX THE DATE OF COMMENCEMENT, AND THE ANOUNT OF THE ASSESSMENT, AT LEAST THIRTY (DO) DAYS IN ADVANCE OF SCHI DATE OF ASSESSMENT, AT LEAST THAT THE, PREPARE A ROSTER OF THE LOTE AND ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OFFICE OF THE ASSOCIATION BY THE OFFICE OF THE ASSOCIATION AND SHALL BE SUFHT TO INSPECTION BY THE OWNER, WRITTER HOTICE OF THE ASSESSMENT SHALL BE SUFHT OF LYERY OWNER, SUBJECT THERETO OF THE ASSOCIATION, THE ASSOCIATION SHALL, ON DEMAND, AND FOR A REASONABLE CHARGE, FURNISH TO ANY OWNER, LIAMLE FOR SAID ASSESSMENT A CERTIFICATE IN WRITHER STAID ASSESSMENT AS CERTIFICATE SHALL BE CONCLUSIVE LYIDERED OF THE ASSOCIATION, SETWING FORMI WHETHER SAID OFFICER OF THE ASSOCIATION, SETWING FORMI WHETHER SAID ASSESSMENT ASSESSMENT THEREIN STATED TO HAVE BELLEVILLED OF THE ASSOCIATION, SETWING FORMI WHETHER SAID OFFICER OF THE ASSOCIATION ASSESSMENT THEREIN STATED TO HAVE BELLINGED OF THE ASSOCIATION.

ARTICLE SEVEN: THANSPERS OF UNINPROVED LOTS

- PLI DEVELOPER'S RIGHT OF PIRST REPUSAL. SO LONG AS DEVELOPER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, NO LOT AND NO INTEREST THEREIN, UPON WHICH A SENGLE FAMILY RESIDENCE HAS NOT THE BEEK CONSTRUCTED SHALL HE SOLD ON TRANSFIRMED UNLESS AND UNTIL THE OWNER OF SCELL SUCH LOT TO DEVELOPER AND DEVELOPER HAS WAIVED, IN WRITTING, ITS KICHT TO PURCHASE SAID LOT.
- NAKE A BONA FIDE SALE OF HIS LOT OR ANY INTEREST THEREIN SHALL GIVE TO DEVELOPER NOTICE OF SUCH INTERMION, TOGETHER WITH A GIVE TO DEVELOPER NOTICE OF SUCH INTERMION, TOGETHER WITH A FULLY EXECUTED COPY OF THE PROPOSED CONTRACT OF SALE (THE *PROPOSED CONTRACT*). WITHIN THIRTY (30) DAYS OF RECEIFT OF SUCH HOTICE AND INFORMATION, DEVELOPER SHALL EITHER EXERCISE, OK HADYS OF FIRST REPUSAL, IT SHALL, WITHIN ELICITS TO EXERCISE OF, ITS RIGHT OF FIRST REPUSAL, IT SHALL, WITHIN ELICITS TO EXERCISE OF, ITS RIGHT OF SUCH HOTICE AND INFORMATION, THE FILLOT OF DAYS AFTER REPUSAL, IT SHALL, WITHIN ELLIVER TO OWNER AN AGREEMENT TO PURCHASE THE LOT UPON THE FATHER SHALL HE THAT STATED IN THE PROPOSED CONTRACT. (2) THE FATHER SHALL HE THAT STATED IN THE PROPOSED CONTRACT. (2) THE FATHER SHALL HE CLOSED WITH THIRTY (30) DAYS AFTER THE DELIVIRY OK HAKEING OF THE DEVELOPER'S AGREEMENT TO PURCHASE.
- 7.3 CERTIFICATE OF WAIVER. IF DEVELOPER SHALL ELECT TO WAIVE ITS RIGHT OF FIRST REFUSAL, OR SHALL FALL TO EXERCISE SAID KIGHT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PROPOSED CONTRACT, DEVELOPER'S WAIVER SHALL BE EVIDENCED BY A CERTIFICATE EXECUTED BY DEVELOPER IN RECORDABLE FORM WHICH SHALL BE DELIVERED TO THE PROPOSED CONTRACT PURCHASER AND MAY BE RECORDED IN THE PUBLIC RECORDS OF HARLON COUNTY, INDIANA.
- 7.4 EXCEPTIONS. THIS SECTION SHALL HOT APPLY TO A TRANSFER TO OR SALE BY ANY BARK, LIFE LIBSUANCE COMPANY, FEDERAL OR STATE SAVINGS AND LOAN ASSOCIATION WHICH ACQUIRES ITS TITLE AS A RESULT OF OWNING A MORTGAGE UPON THE LOT CONCERNED, AND THE SHALL BE SO MRETHER THE TITLE IS ACQUIRED BY DEED FROM THE MORTGAGON OR ITS SUCCESSORS IN THTLE OR THROUGH FORECLOSURE PROCEEDINGS WHICH SHALL THIS SECTION APPLY TO A SALE BY ANY SUCH INSTITUTION WHICH SHALL THIS SECTION REQUIRE THE WAIVER SO ACQUIRES TITLE. HEITHER SHALL THIS SECTION REQUIRE THE WAIVER

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SHALL IN HO EVENT EXCELD \$100.00, PER LOT, PER ANHUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "DOARD") SHALL FIX THE ASSESSMENTS, WHICH SHALL HE IN ANOUNTS DETERMINED IN ACCOMMANCE WITH THE PROJECTED FINANCIAL HEEDS OF THE ASSOCIATION AS TO WHICH THE BOARD OF THE ASSOCIATION AS TO WHICH THE BOARD, THE HOARD OF THE ASSOCIATION AS TO WHICH DISPOSITIVE. BY THE WOTE OF TWO-THIRDS (2/3) OF THE HEBBERS OF THE BOARD, THE HAXIMUM ANOUNT HEREIN SET FORTH. ALL HEREIN HADE SUBDIVISION. THE ANOUNT HEREIN SET FORTH. ALL HEREIN HADE SUBDIVISION. THE ASSESSMENTS SHALL HE ASSICIATION FOR SECONDARY HEREIN SET FORTH. OR ASSESSMENT SHALL HE ASSOCIATION TO HE THE HAVE DO COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL HE ASSOCIATION TO HE THE HAVE DO COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL HE RAJUSTLD ACCOUNT IN ADVANCE IN NOWTHLY COUNTED BY THE BOARD OF THE ASSOCIATION TO HE RAJUSTLD ACHUNAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE RESOLUTION AND ASSESSMENT SHALL HE RESOLUTION. AND WELFARE OF THE RESOLUTION SHALL HE ASSOCIATION SHALL HE ASSOCIATION SHALL HE ASSOCIATION SHALL HE ASSOCIATION. THE ARBUAL ARBUST SHALL HE ASSOCIATION SHALL HE ASSOCIATION SHALL HE ASSOCIATION SHALL HE ASSOCIATION. THE ARBUAL ARBUST SHALL HE ASSOCIATION SHALL HE ASSOCIATI

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(2) UTILITIES FOR THE COMMON AREAS;

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(4) FIRE INSURANCE COVERING THE FULL INSURABLE REPLACEMENT VALUE OF THE COMMON AREAS WITH EXTENDED COVERAGE;
(5) LIABILITY INSURANCE INSURANCE THE ARISING OUT OF THEIR AND ALL LAMILITY INSURANCE INSURANCE TO ANY OWNER, OR TO THE INVITES, OR THE PUBLIC, TO ANY OWNER, OR TO THE INVITES, OR AND ALL LAMILITY TO THE PUBLIC, TO ANY OWNER, OR TO THEIR OCCUPATION AND JUCKEASED OR DECREASED IN THE DISCRETION OF THEIR OCCUPATION, AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION, AND SHALL BE REVIEWED AT LLAST ANHUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE ASSOCIATION, AND SHALL BE REVIEWED AT LLAST ANHUALLY AND INCREASED OR DECREASED IN THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCREMENT OF THE BOARD OF DIRECTORS OF THE RECESSARY BY THE ASSOCIATION, INCLUDING WITHOUT AREA. THE DISCRETION OF THE COMMON AREAS; AND, ANY OTHER MATERIALS, SUPPLIES, EQUIPMENT, REPARANCE HENT, SUPERVISION, SERVICES, PERSONNEL HECESSARY ON THE ASSOCIATION IS REQUIRED TO SECURE OR PAY PURSUANT TO THE THE ASSOCIATION SOLUTION, INCLUSION, SERVICES, PERSONNELS, REPARANCE HERE, PROPERTY OF THE ASSOCIATION FOR THE OPERANTION OF THE BOARD OR WHICH SHALL BE EMERIT OF THE BOARD OF THE BOARD OF THE BOARD AREAS, POR THE BESTER OF THE LOT OWNERS, OR FOR THE ENFONCEMENT OF THESE PROPERTY OF THE BOARD OF THE BOARD AREAS, POR THE BESTER OF THE LOT OWNERS, OR FOR THE ENFONCEMENT OF THESE BESTER OF THE SOLUTION.

ADDITION TO THE ANNUAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEFRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RE-CONSTRUCTION, UNEXPECTED REPAIR OF A CAPITAL INPROVEMENT AS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCLUDING THE HECESARY FIXTURES AND PERSORAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT, SHALL HAVE THE APPROVAL OF TWO-TULKDS (2/3) OF THE MESTING DULY CALLED FOR THIS PURPOSE, WRITTEN HOTICE OF WHICH SHALL BE SENT TO ALL MEMBERS AT LEASE THIRTY (30) DAYS IN ADVANCE, AND SHALL SET FORTH THE PURPOSE OF THE MESTING.

6.4 NON-PAYMENT OF ASSESSMENT. IF ANY ASSESSMENT IS HOT PAID ON THE DATE WHEN DUE, SUCH ASSESSMENT SHALL THEN BECOME DELINQUERT AND SHALL, TOGETHEM WITH IMPRIEST THEROM, AND THE COST OF COLLECTION THEREOF, BECOME A CONTINUING LIEN ON THE LOT AGAINST WHICH SUCH ASSESSMENT IS MADE THAT SHALL BIND SUCH LOT IS THE BANDS OF THE OWNER, HIS HEIRS, DEVISEES, PERSONAL AND ASSIGNS, AND SHALL ALSO HE A CONTINUING PERSONAL OBLIGATION OF THE OWNER AGAINST WHOM THE ASSESSMENT IS LEVIED.

AND THE ASSOCIATION AND THE ASSESSMENT, AT LEAST THE ASSESSMENT, AT LEAST THE ASSESSMENT, AT THA ASSESSMENT, AT THA AND SHALL, AT THA AND ASSESSMENTS APPLICAND OFFICE OF THE ASSOCIATION OWNER, WRITTEN MOTICE OF OWNER SUBJECT THERETO MOT THE DATE OF COMMENCEMENT DEMAND, AND FOR A REASOLIABLE FOR SAID ASSESSMENT OF AND FOR A SUBJECT OF THE ASSOCIAT ASSESSMENT INS BEEN FAID. EVIDENCE OF PAYMENT OF ANY PAID.

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7.3 CERTIPICATE OF WAIVE ITS RIGHT OF FIRST R RIGHT WITHIN THIRTY (3) CONTRACT, DEVELOPER'S WAI EXECUTED BY DEVELOPER IN R TO THE PROPOSED CONTRACT PUBLIC RECORDS OF MARION C

7.4 EXCEPTIONS. TH)
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JUDICIAL SALE OR TAX SALE;

7.5 UNAUTHORIZED TIMEERST THEREIN, UPON A BEEN CONSTRUCTED, WITH DEVILOPERS RIGHT OF FIRST

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ULI DURATION OF THIS PROPERTY, AND SHALL INDRESTRE DEVELOPER, THE ASSESSION OF THIS DECL REPRESENTATIVES, HEIRS, TWENTY-FIVE (25) YEARS RECORDED, AFTER WHICH THAN UNITED AND LESS AN INSTRUMENTALES AND COVERANTS PERMINATE SAID COVERANTS

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5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCORPORATED ASSOCIATION URDER THE INDIANA HOTFOR-PROFIT CORPORATION ACT AND SHALL BE GOVERNED IN ACCORDANCE WITH SAID ACT AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.

5.2 MEMBERSHIP & VOTING. EVERY PERSON OR ENTITY WHO IS A RECORD FEE SIMPLE OWNER OF A LOT, INCLUDING THE DEVELOPER, AT ALL TIMES SO LONG AS IT OWNS ALL OR ANY PART OF THE PROPERTY SUBJECT TO THIS BECLARATION, SHALL BE A MEMBER OF THEY SUBJECT TO THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST ONLY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER. MEMBERSHIP SHALL BE APPORTENANT TO, AND MAY NOT BE ENVANCED PROW OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT. THE ASSOCIATION SHALL HAVE SUCH CLASSES OF MEMBERSHIP, WHICH CLASSES SHALL HAVE SUCH VOTING RIGHTS, AS ARE SET FORTH IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

NETICLE SIX: HAINTENANCE **VESESSHEMLS**

DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HERREBY COVENANTS AND EACH OWNER OF ANY LOT (BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL HE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE) INCLUDING ANY PURCHASES AT A JUDICIAL SALE, SHALL HEREAFTER HE DERNUED TO COVENANT AND AGREE TO FAY TO THE ASSESSMENTS FOR CALLTAL IMPROVEMENTS OR CHARGES, AND ANY SPECIAL ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM THE TO THE AS HEREIMAFTER PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH INTEREST THEREON FROM THE DUE DATE AT THE HATE OF THE PENCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREOF (INCLUDING REASONABLE ATTORNESS). SHALL HE CHARGED ON THE EACH SUCH ASSESSMENT IS HADE, AND SHALL HE CHARGED OF THE EACH SUCH ASSESSMENT HEREON FROM THE DUE DATE AT THE HATE OF THE EACH SUCH ASSESSMENT HEREON FROM THE DUE DATE AT THE HATE OF THE FAREOUT HEAD OF THE ASSESSMENT HEREON FROM THE DUE DATE OF THE RATE OF THE FAREOUT HEAD OF THE FAREOUT HEAD OF THE FAREOUT HEAD OF THE SUCH ASSESSMENT IS HADE, AND SHALL ALSO BE THE FERSUHAL OBLIGATION OF THE OWNER, MAY WAIVE ON OTHERWISE ESCAPLIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEIGHT BY HOM-USE OF THE COMMON AREAS OR BY ADARDOHNER MAY WAIVE ON OTHERWISE ESCAPLIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEIGHT BY HOM-USE OF THE COMMON AREAS OR BY ADARDOHNER AND OTHERWISE.

AS HEREINAPTER PROVIDED, THE ANHUAL ASSESSMENT, EXCEPT AS HEREINAPTER PROVIDED, THE ANHUAL ASSESSMENT, EXCLUDING ANY SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS OR MAJOR REPAIRS, SHALL IN HO EVERT EXCELD \$100.40, PER LOT, PER ANHUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION (THE "BOAND") SHALL FIX THE MAKE OF THE ASSOCIATION AS TO WHICH ASSESSMENTS, WHICH EXCELD \$100.40 PER LOT, PER ASSOCIATION AS TO WHICH ASSESSMENTS, WHICH FIRE DANAD OF THE MASSOCIATION AS TO WHICH HIT THE BECISION OF THE NAVIOUR SET FOR SHALL BE ASSESSMENTS WHICH ASSESSMENTS SHALL BE ASSESSMENTS WAY BE HEREASED OR DECREASED FROM THE ANOUNT HEREIN SET FORTH. ALL HICHEASED OR DECREASED FROM THE ANOUNT HEREIN SET FORETH. ALL HICHEASE OR THE BOARD OF DIRECTORS OF THE ASSESSMENT SHALL BE ASSESSMENT, OR COMMENCEMENT. THE FIRST BAND OF THE MONTH, OR ASSESSMENT SHALL BE ASSOCIATION TO BE THE BAY! OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL HE RESOLUTION OF THE HUNDER OF HOPISS MEMAINING IN THE RESOLUTION AUTHORITIES DAY OF THE NOWAGE ASSESSMENT SHALL HE FIXED IN THE RESOLUTION AUTHORITIES DAY ASSESSMENT SHALL HE FIXED IN THE RESOLUTION AUTHORITIES AS DETERMINED BY THE ASSOCIATION SHALL HE FAVABULE IN ADVANCE IN HONTHLY QUARTERLY, SEMI-ARRUAL, OF THE ARRUAL ASSESSMENT SHALL HE WIGHT-ARRUAL, OF THE WIGHT AND ANY SOCIA ASSESSMENT SHALL HE WIGHT-ARRUAL, OF THE ASSESSMENT SHALL HE WIGHT-ARRUAL, OF THE WIGHT AND ANY SOCIATION SHALL HE WASHES HEAVEN BE DURIOUS OF THE RESIDENTS IN THE SHALL HE WASHES HEAVEN BOY BENEAUS OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE OF THE RESIDENTS IN THE SUBDIVISION, SAFETY AND WELLTARE, NATIONAL HERES DEFINED BY THE ARBUAL ARRUAL ARRUAL

(2) UTILITIES FOR THE COMMON AREAS;

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(4) PINE INSURANCE COVERING THE FULL INSURABLE REPLACEMENT ON THE PLAT.

(5) LIABILITY INSURANCE COVERING THE FULL TOUCHAGE;

(6) LIABILITY INSURANCE COVERING THE FULL TOUCHAGE, OR TO THE INVITEES, OR TEHNATS OF ANY OWHER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE PUBLIC, TO ANY OWHER, OR TO THE INVITEES, OR TEHNATS OF ANY OWHER ARISING OUT OF THEIR OCCUPATION AND/OR USE OF THE COMMON AREA. THE PUBLIC, TO THE EXTEUR OCCUPATION AND INCREASED OR DECREASED IN THE DISCRETION OF THEIR OCCUPATION, AND SHALL BE REVIEWED AT LEASY ANHUALLY AND INCREASED OR DECREASED IN THE DISCRETION OF THE EXTEUR HECESSARY TO COMPLY WITH THE INDIANA STATUTES, AND ANY OTHER HECESSARY US THE BOARD OF DIRECTORS OF THE COMMON AREAS.

INSURANCE DEEMED HECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL HECESSARY OF THE COMMON AREAS, AND, ANY OTHER NATERHALS, SUPPLIES, EQUIPMENT, LABOR, HANAGEMENT, SUPERVISION, SERVICES, PERSONNEL HECESSARY OF THE COMMON AREAS; AND, ASSESSMENTS WHICH THE ASSOCIATION ENGLANCE, TAXES, OR PAY PURSUANT TO THE TERMS OF THIS DECLARATION, OR BY LAW, OR WHICH SHALL BE THE ASSOCIATION FOR THE OPINION OF THE BOARD OF THE CYORS OF THE ASSOCIATION FOR THE OPINION OF THE BOARD OR PART TO THE BENEFIT OF THE LOT OWNERS, OR POR THE BOARD OR PART TO THE BENEFIT OF THE LOT OWNERS, OR POR THE EMPCHCEMENT OF THESE HEREFIT OF THE LOT OWNERS, OR POR THE EMPCHCEMENT OF THESE HEREFIT OF THE LOT OWNERS, OR POR THE EMPCHCEMENT OF THESE HEREFIT OF THE LOT OWNERS, OR POR THE EMPCHCEMENT OF THESE HEREFIT OF THE LOT OWNERS, OR POR THE EMPCHCEMENT OF THESE

6.3 SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND REPAIRS, IN ADDITION TO THE ANNUAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT PAPELICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEFRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RE-CONSTRUCTION, UNEXPECTED REPAIR ON OF A CAPITAL IMPROVEMENT AS APPROVED BY THE BOAKD OF

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OTHER FIXED BALLS AND PLAY STRUCTURES. WALL DE LOCATED ANY REAR OF THE DHELLING, ON THE INSIDE NOTICE DESCRIBATION, ANY REAR OF THE DHELLING, ON THE INSIDE PORTITION OF CORREST LOTS STRUCTURE OF A SIMILAN KIND OR MATURE SHALL DE LOCATED AT THE HITHIN THE SETHACK LINES. WO PLATFORM, DOS HOUSE, PLANIOUSE OR STRUCTURE OF A LOT LOCATED AN ROOT OF THE RANGE LINE OF THE REAR LINE OF THE RANGE AND THE REAR LINE OF THE THE THE STEE MALL BE LIVED ON THE REAR LINE OF THE REAR LINE O

(P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL DE PERHITTED.

ON SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE DETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE DETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERHITTED TO REMAIN ON ANY CORNER LOT WITHIN THE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET PROPERTY LINE RAND A LINE HOPERTY COUNER, FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OR A ROUNDED HITH THE EDGE OF A DRIVEWAY OR ALLEY PAVERNT. NO TREES SHALL BE PERHITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS SUSTRUCTION OF SUCH SIGHT-LINES.

WILLITS, INCLUDING, BUT NOT LIMITED TO, HAVER, ELECTRICITY, CONNECTIONS HALL BE RIM UNDERGROUND FROM THE PROPERTY LINE SUSTRUCTION OF THE GOVERNING UTILITY AUTHORITY.

WELLPHONE AND TELEVISION SHALL BE RIM UNDERGROUND FROM THE PROPER IN THE PROPER (5) BUILDING STRUCTURE IN SUCH A MANNER TO BE ROAD TEN (10) FREET ON THE SIDES. A CORNER LOT SHALL BE RIM UNDERGROUND FROM THE PROPER COPYABLE TO THE GOVERNING UTILITY AUTHORITY.

WHENTY-FIVE (25) FREET ON THE SIDES. A CORNER LOT SHALL BE RIM UNDERGROUND FROM THE PROPER BOASE OF THE DWELLING.

(F) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH MANNER TO THE EXTERCOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT HE WITHOUT THE MABS. OF THE ARB.

BUQUIRED IN THE FOREGOING ARCHITECTURAL PLANNING CRITERIA SHALL BE COLLATION AND TO THE LOT OWNER SUBHITTING THE SAME. IN THE WENT FURTHER OF THE ARB.

BUCCIFICATION AND TO THE LOT OWNER SUBHITTING THE SAME. IN THE WENT FURTY (30) DAYS OR SUBHITSION THERETO, OR MERSON THE RELATED OR THE WHAT THE SAME. IN THE WENT FURTY (30) DAYS OR SUBHITSION THERETO, OR COMMENTED OR THE SAME. IN THE WENT FURTY (30) DAYS OR SUBHITSION THERETO, OR COMPLETED WHITH THE CONSTRUCTION HAS BEEN MALL WALL OWN THE ELATED CRITERIO SHALL BE DEEMED TO HAVE BEEN MALL.

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APPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OWNER HUST SUBHIT TO THE ARB A COLOR PLAN SHOWLING THE COLOR OF THE ROOF, EXTERIOR THALLS, SHUTTERS, TRINS, ETC. THE ARB SHALL CONSIDER THE EXTERT TO HHICH THE COLOR PLAN IS CONSISTENT WITH THE HOMES IN THE SURROUNDING AREAS AND THE EXTERT TO WHICH THE COLOR PLAN CONFORMS HITH THE NATURAL COLOR SCHEHE OF AND FOR THE SUBDIVISION. THE ARB SHALL HAVE PINAL APPROVAL OF ALL EXTERIOR BUILDING MATCHALLS. UNLESS SPECIFICALLY AUTHORIZED BY THE ARB, ALL DWELLINGS SHALL HAVE A MASONRY EXTERIOR EXCEPT FOR GABLES, FORCHES, GARAGES AND THE SECOND STORY OF A TWO-STORY DWELLING, NO VINYL OR ALLUMINUM SIDING SHALL BE PERMITTED.

(D) ROOF. A PLAT ROOF SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ARB. SUCH AREAS WHERE FLAT ROOFS MAY BE PERMITTED ARE PORCHES AND PATIOS. THERE SHALL BE NO PLAT ROOFS ON THE ENTIRE, MAIN. BODY OF THE BUILDING, PROVIDED THAT, THE ARB SHALL HAVE DISCRETION TO APPROVE SUCH ROOFS ON PART OF THE ARB SHALL BE PERMITTED.

OF THE DUILDING, PARTICULARLY IF MODERN OR CONTEMPORARY IN DESIGN. NO DUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION OF THE BUILDING, PARTICULARLY OF THE ROOFS SHALE BE PERMITTED. SHATE ASSHALL BE PERMITTED. THE COMPOSITION OF THE ROOFS SHALL BE PERMITTED. THE COMPOSITION APPROVED BY THE ARB.

(E) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGRAPH "A" HEREIN. ALL GARAGES SHALL HAVE A MINIMUM MITTED IN THE REPORT OF THE ROOFS SHALL BE THE REQUIREMENTS.

THE ARB.

(2) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGINAPH "A" HEREIN, ALL GARAGES SHALL HAVE A HINIMUM WIDTH OP THEMPTY-TWO (32) FEET FOR A THREE-CAR GARAGE; MEASURED FROM INSIDE WALLS OF THE GARAGE. ALL GARAGES HUST HAVE EITHER A SINGLE OVERHEAD DOOR WITH A HINIHUH DOOR WIDTH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) FOOT DOORS FOR A THO-CAR GARAGE, OR TWO (2) OR THREE (3), INDIVIDUAL OVERHEAD DOORS, EACH A HINIHUM OF EIGHT (8) FEET IN HIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAXS. ALL DWELLINGS SHALL HAVE A DRIVEWAY AT LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTHANCE TO THE GARAGE HILLS SHALL HAVE FINAL APPROVAL OF AND FERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF AND FERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF AND FERMATERIOR BUILDING MATERIALS. EIGHT-INCH (OR LARGER) CONCRETE BLOCK SHALL NOT BE PERMITTED ON THE EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE BLOCK SHALL DISCOURAGE THE USE OF FRONT MATERIALS FOR FACADES AND ENCOURAGE THE USE OF FRONT MATERIALS SUCH AS BRICK, FOUR OF TIVE—INCH BLOCK, STONE, WOOD, AND STUCCO, OR A COMBINATION OF THE POREGOING.

(B) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN PIVE SQUARE FEET ORDER THAN PIVE SOURCE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(1) PLAY SURGUTORES. ALL DASKUTULE SHALL DE LOCATED ANT THE REAN OF THE DARLEING, OR ON THE INSIDE BORTLON OF CORNER LOCASED ANT THE REAN OF THE EXPLANC LINES, NO DELATORAL DOC HOUSE, PLAYHOUSE OR STRUCTURE OF AS INITIAN KIND OR NATURE SHALL DE CONSTRUCTED ON ANY LOT CACATED IN PROVE OF THE REAL LINE OF THE REAR LINE OF THE REAL LINE OF THE REA

SIGHT DISTANCE AT INTERSECTIONS. NO FENCE. WALL. HEDGE

SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY THE THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE ON MORE MEMBERS OF THE BARB, THE DOARD SHALL APPOINT AT LEAST (IT ARCHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY OF THE AND SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING OF THE ARB, AND THE ACTION OF THE ARB.

ANY VACANCY OCCUMENING ON THE ARB BECAUSE OF DEATH, RESIGNATION, OR OTHER TERMINATION OF SERVICE OF ANY MEMBER THEREOF, SHALL BE FILLED BY THE BOARD OF DIRECTORS; EXCEPT THAT DEVELOPER, TO THE EXCLUSION OF THE BOARD, SHALL FILL ANY VACANCY CREATED BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER. 38 38

4.4 POMERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE HALL, SHIMLING, PERCENTION THE CONSTRUCTION, ERECTION, PERCENTANCE OR HOUSEFILATION THERETO, THE CONSTRUCTION, ERECTION, PERCENTANCE OR HOUSEFILATION OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPHOVE OR DISAPPHOVE ANY EXTERTOR ADDITIONS, CHARGES BY THE ARBORNATURE DIVING THE RECORDANT OF THE CHARGES AND TO APPHOVE OR DISAPPHOVE ANY EXTERTOR ADDITIONS, CHARGES BY THE ARBORNATE OR ALL ENCISIONS OF THE ARBORNATURE POINT, EXECUTED BY THE PROPERTY OR ALL ENCISION OF THE SOCIATION, AND PARTY ACCRETEFICATE, IN RECCURDALE POINT, EXECUTED BY THE PROPERTY OF THE BOARD OF DIRECTORS OF THE SOCIATION, AND PARTY ACCRETEFICATION OF THE BOARD OF DIRECTORS OF THE SUBDIVISION, AND PARTY ACCRETEFICATION OF THE BOARD OF DIRECTORS OF THE SUBDIVISION, ANY PARTY ACCRETEFICATION OF THE BOARD OF DIRECTORS OF THE SUBDIVISION, ANY PARTY ACCRETEFICATION OF THE BOARD OF DIRECTORS OF THE SUBDIVISION, ANY PARTY ACCRETER REQUEST TO THE BOARD OF DIRECTORS OF THE SUBDIVISION, ANY SUCH DECISION, FOR A REVIEW PRECEDENT THAT THE PARTY SET OF THE BOARD OF THE ARBORNATION ANY SUCH DECISION, FROM THE PARTY SET OF THE BOARD OF THE SUBDIVISION, ANY SUCH DECISION, FROM THE PARTY SET OF THE BOARD OF THE SUBDIVISION, ANY FARTY AND REPORTS OF THE SUBDIVISION OF THE ARBORNATION ANY LOT, AND SUBDIVISION, AND LOT ARBORNATION AND HOUSE OF THE ARBORNATION AND LOT ARBORNATION AND HOUSE OF THE ARBORNATION HOUSE OF THE ARBORNATION AND HOUSE OF THE ARB

ARCHITECTURAL PLANNING CRITERIA

PLACED OR PERHITED TO HEHAIN ON ANY LOT OTHER THAN ONE DETACHED, SINGLE-FAHILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR HERS THAN TWO (2) NOR HORE THAN THEE (3) CARS, NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND FIME HUNDHED (1,500) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GANAGES) OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN THO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE NORE THAN THICTHOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE NORE THAN THE HEYSTAIRS (3) FEET IN HEIGHT. UNLESS APPROVED BY THE AND AS TO USE, LOCATION AND ARCHITECTURAL DESIGN, NO GARAGE, TOOL OR STORAGE DHELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED FRIOR TO CONSTRUCTED FRIOR TO THE RESIDENTIAL DEFICIENT OF THE RESIDENTIAL DESIGN OF THE RESIDENTIAL DEFICIENT OF THE RESIDENT OF THE RESIDENT

(B) LAYOUT. NO FOUNDATION FOR A PUILLING SHALL BE POURED, NOR SHALL CONSTRUCTION COMMENCE IN ANY MANNER OR RESPECT, UNTIL THE LAYOUT FOR THE BUILDING IS APPROVED BY THE ARB. IT IS TO PURPOSE OF THIS APPROVAL TO ASSURE THAT HO TRIES ALL UNRECESSARILY DISTURBED AND THAT THE HOME IS PLACED ON THE LOT IN ITS HOST ADVANTAGEOUS POSITION.

CONEMINITY

ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT APTER REASONABLE NOTICE TO THE CHARL THEREOF, TO ENTER ANY LOT OR THACT AT ANY REASONABLE HOUR ON ANY DATE TO PERFORM SUCH MAINTENNICE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL BEVELOPER, OR ANY OWNER OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

ARTICLE FOUR: ARCHITECTURAL CONTROL

- INPROVEMENT OR STRUCTURAL REVIEW & APPROVAL. NO INFROVENCE OF ANY KIND, INCLUDING, WITHOUT LINITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVISE OR OBJECT, SHALL BE COMMENCED, ERECTED, PLACED OR MAITANINED UPON ANY LOT, NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF DE HADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WHITING BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY-AND AS TO HELATION GRITH THE ARCHITECTURAL PLANNING CRITERIA AS SET FORTH
- 4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESE ARCHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATED PURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT, THAT THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLAN, AND, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BE
- AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOAND (THE "ARB"), WHICH SHALL CONSIST OF THEE ARCHITECTURAL REVIEW BOAND (THE "ARB"), WHICH SHALL CONSIST OF THEE ARCHITECTURAL REVIEW BOAND (THE "ARB"), WHICH SHALL CONSIST OF THE ARBORS, WHO NEED NOT.—BE HEHBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE HEMBERS OF THE ARB, OR SUCH LESSER NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER HAY HELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AS TOWHOM DEVELOPER HAY HELINQUISH THE BOAND OF DIRECTORS OF THE ASSOCIATION. AT ANY THE THAT THE BOAND OF DIRECTORS OF THE ASSOCIATION OF ANY THE THAT THE BOAND OF DIRECTORS HAS THE RIGHT TO APPOINT OHE OUT HACHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY OF THE ARB, AND THE ACTION OF ANAJORITY PRESENT AT A MEETING OF THE ARB, AND THE ACTION OF ANAJORITY PRESENT AT A MEETING OF THE ARB, AND THE ACTION OF ANAJORITY PRESENT AT A MEETING OF THE ARB, AND THE ARB BECAUSE OF DEATH, RESIGNATION, OR STHEIR BOAND OF DIRECTORS, EXCEPT THAT DEVELOPER, TO THE EXCLUSION OF THE BOAND, SHALL FILL ANY VACANCY CREATED BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER THEREOF BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER THEREOF BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER THEREOF BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER THEREOF BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER THEREOF BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER THE ACTION OF THE ARB APPOINTED BY DEATH, RESIGNATION.

- 4.4 POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

 (1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING ATTRIOTY LIMITATION, ANY BUILDING, PENCE, PALL, SHIPMING POOL, TENIS COURT, SCIREN ENCLOSURE, SEMER, DRAIN, DISPOSAL SYSTEM, DECORATVE BUILDING, LANDSCAPE BRYICE OR DISPOSAL SYSTEM, DECORATVE BUILDING, LANDSCAPE BRYICE, OR DISPOSAL SYSTEM, DECORATVE BUILDING, LANDSCAPE BRYICE, OR DISPOSAL SYSTEM, DECORATVE BUILDING, LANDSCAPE BRYICE, OR OTHER THE PROVEHENT OR CHANGE OR HODIFICATION, AND TO APPROVE OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBHITTED IN MRITHERE TO THE ROOM OF THE ARB SHALL HAVE THE RISPOSATION. ANY PARTY AGGILTED BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR THE HAVE OF THE ASSOCIATION. ANY PARTY AGGILTED BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR THE BOARD OF THE ARB SHALL LAVE THE RISH TO HAVE A HE PRESIDENT OR ALL PLANS AND SECIESION OF DIRECTORS OF THE ASSOCIATION. ANY PARTY AGGILTED BY A CERTIFICATE, IN RECORDABLE FORM, EVEL THE RISH TO HAVE A HAVE ALL PLANS AND SPECIFICATION. ANY PARTY AGGILTED BY A CERTIFICATE, IN RECORDABLE FORM, EVEL THE RISH TO THE ASSOCIATION. ANY PARTY AGGILTED BY A CERTIFICATE, INCLUDING, BOTH A REPUBLIC PROPERTY OF THE BOARD OF THE ARB OF THO (2) COMPLETE STRUCTURE OF ALL PLANS AND SPECIFICATION. ANY SUCH DECISION THE DECEMBER OF THE ASSOCIATION. ANY PARTY OF HILLEY BY A HAVE ALLOWED BY

DE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEGWHERS ASSOCIATION WHICH SHALL HENDER A DECISION IN WRITING, WHICH DESIGNS IN SIGNS. NO SIGN OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF HOT MORE THAN PIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR HENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY FOR SALE OR HENT; OR, (3) ONE SIGN OF HOT MORE THAN PIVE SQUARE FEET DESPLAYED TO ADVERTISE THE PROPERTY FOR SALE OR HENT; OR, (3) ON OR REMOVED FROM, ANY OF THE CONSTRUCTION AND SALE PHASE.

(Q) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CORDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO PERMIC OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT. NO PERMIC OPERATION OR OTHER UNSIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERBRUSH OR OTHER UNSIGNELY OBJECTS, AND NO REFUSE PILE OR UNSIGNELY OBJECTS SHALL BE PLACED OR SUFFERED TO REMAIN UPON ANY LOT AND THE EVENT THAY ANY OWNER SHALL FALL OR REPUSE TO OTHER UNSIGNELY GROWN ANEAS.

OTHER UNSIGNEY GROWN ANEAS. UNDERBRUSH OR REFUSE OF THE SANCE OF THE OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

THANSFEREES OF DEVELOPER, SHALL UNDERFORE THE WORK OF DEVELOPER, ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ESSEWIALT TO THE EXPLAINATION OF RESIDENTIAL UNITS IS ESSEWIALT TO THE EXPLAINATION OF RESIDENTIAL UNITS IS ESSEWIALT TO THE EXPLAINATION OF RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUCED TO PHEVELOPER, DEVELOPER, DEVELOPER, OR THE EMPLOYEES, CONTRACTORS ON SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFEREES, OR THE EMPLOYEES, CONTRACTORS OF DOING WHATEVER THEY MAY DETERMINE TO BE HEASONABLY HECESSAY OR ADDISABLE FOR THE COMPLETION OF THE WORK AND THE DISPOSITION OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERMISE, OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL COMPLETION OF THE STRUCTURE INVOLVED, AS USED IN THIS SECTION, THE WORDS, "ITS TRANSFEREES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS IMPHOVED WITH COMPLETED RESIDENCES.

ARTICLE THREE: CONHON AREAS

3.1 DESIGNATION OF COMMON AREAS. ALL AREAS ON THE PLAT DESIGNATED AS SUCH SHALL BE KNOWN AS "COMMON AREAS" AND THEIR USE AND MAINTENANCE SHALL BE GOVERNED BY THIS ARTICLE.

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL THE TO THE COMMON AREAS SO LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. ON OR BEFORE CONVEYANCE BY DEVELOPER OF THE LAST LOT WHICH DEVELOPER OWNS IN THE SUBDIVISION, DEVELOPER SHALL CONVEY THE CONMON AREAS TO THE ASSOCIATION SUBJECT TO TAXES FOR THE YEAR OF CONVEYANCE; RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS AND EASEMENTS OF RECORD; AND A RESERVATION HEREBY PERPETUALLY RESERVED TO THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, OF THE KICHT TO USE AND ENJOY THE COMMON UTILITY EASEMENTS, EASEMENTS OF DRAINAGE, AND INCRESS AND EGRESS EASEMENTS, AS SPECIFICALLY SET FORTH HEREIN FOR THE BENEFIT OF ADDITIONAL LANDS OWNED OR TO BE OWNED BY THE DEVELOPER LOCATED IN SECTION 23, PERRY TOWNSHIP MARION COUNTY, INDIANA.

AND EGRESS IN AND TO THE COMMON AREAS AS DESIGNATED ON THE PLAT WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO SUCH LOT, SUBJECT TO THE FOLLOWING:

(1) THE RIGHT OF THE ASSOCIATION TO TAKE SUCH STEPS AS ARE REASONABLY NECESSARY TO PROTECT THE ABOVE-DESCRIBED PROPERTIES AGAINST FORECLOSURE;

(2) ALL PROVISIONS OF THE ASSOCIATION, THE PLAT, AND THE ARTICLES AND BY-LAWS OF THE ASSOCIATION;

(3) RULES AND BY-LAWS OF THE ASSOCIATION;

(4) RUSTRICTIONS CONTAINED ON THE PLAT OF ALL OR ANY PART OF THE COMMON AREAS ADOPPED BY THE ASSOCIATION;

(4) RUSTRICTIONS CONTAINED ON THE PLAT OF ALL OR ANY PART OF THE COMMON AREAS ADOPPED BY THE ASSOCIATION;

(5) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DIVAINAGE PACILITIES AS SHOWN ON THE PLAT; AND

(6) A RESERVATION HEREBY PERPETUALLY HESERVED TO DEVELOPER, ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO USE AND ENJOY THE SAME HON-EXCLUSIVE EASEMENTS, FOR THE BEMEFIT OF ADDITIONAL LANDS OHNED AND TO BE OWNED BY DEVELOPER LOCATED IN SECTION 23 PERRY TOWNSHIP, HARRON COUNTY, INDIANA.

OUTHCREE SECTU

(G) TREES. NO THEE OR SHRUB, THE TRUNK OF WHICH EXCEEDS TWO (2) INCLES IN DIAMETER, SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARB.

(H) ARTIFICIAL VEGETATION. NO ARTIFICIAL GRASS, PLANTS OR OTHER ARTHFICIAL DEFANTS OR OTHER ARTHFICIAL VEGETATION SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT, UNLESS APPROVED BY THE ARB.

(I) AUTOHOBILE STOKAGE ARBA. NO AUTOHOBILE STOKAGE SHALL BE PERHAMENTLY ENCLOSED OR CONVERTED TO OTHER USE HITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOHOBILE STOKAGE SHALL BE PERHATTED. ALL GARAGES SHALL BE ATTENDED AUTOHOBILE STOKAGE AREA UPON THE LOT. NO CARPORTS SHALL BE PERHATTED. ALL GARAGES SHALL BE ANALYTAKED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGENG AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT.

(K) LANDSCAPING. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS HEEN COMPLETED.

III) MINIALS. HOW ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND ANEXS. HOWEVER, DOES, CAYS MAD GETTER COMMON GROUND BYTE MANY LET ON ANY COMMON LET'S MANY HE KIND ON LOTS SUCH RILLS. AND REGISTRY COMMON LET'S MANY HE KIND ON LOTS SUCH RILLS. AND REGISTRY COMMON LET'S MANY LET ON ANY COMMON LET'S MANY LET ON ANY COMMON LET'S MANY LET ON ANY COMMON LET'S MANY LET'S

PHIVILENES AND UBLIGATIONS SEL FORTH THE ATTENTION FOR THEIR PHONATA SHAKE INCLUDING ASSESSHENTS BY THE ASSOCIATION FOR THEIR PHONATA SHAKE OP ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OF FROM TIME TO THE OF ALL OR ANY PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF ARTICH COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. DECLARATION WITHOUT THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDEN OF THE ASSOCIATION OF ANY OWNER AND/OR MORTCAGEE OF LAND IN THE SUBDIVISION.

ARTICLE TWO: USE OF THE REAL ESTATE.

- 2.1 PERHITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.
- 2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPANABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.
- GRANTS TO THE OWNERS, THE DEVELOPER HEREBY RETAINS FOR ITSELF AND AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTIVE ALAINTENANCE EASEMENTS ("A. & M.E.") ON THE PLAT. THE DEVELOPER HAINTENANCE EASEMENTS ("A. & M.E.") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO "THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO "THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO "THE DEVELOPER AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND HAINTAIN UTILITY THE DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D. LIE") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED ON ALLOWED IN THE DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D. LIE") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED ON ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFER HAITHED AND NO OBSTRUCTION, VEGETANTON OR STRUCTURE SHALL BE PERMITTED ON ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFER HAITHED TO ARROY WITH WHICH THE DEVELOPER OR THE ASSOCIATION WAY PUBLIC ON PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION WAY CONTRACT WITH TO PROVIDE UTILITY SCHULOES INCLUDING, BUT HOT LIMITED TO, THE TELEPHONE, ELECTRICAL MATCHINA AND PUBLIC ON THE TELEPHONE, ELECTRICAL MATCHINA AND LIGHT CO., THE INDIANAPOLIS WATER OO., CHITZENS GAS CO., THE INDIANAPOLIS WATER OO., CHITZENS GAS CO., THE INDIANAPOLIS WALL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

2.4 RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDING HAY BE ERECTED ON ANY LOT AND NO BUSINESS HAY BE CONDUCTED ON ANY PART THEREOF.

PROVIDED.

(C) PRACTIONAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE ON MORE CONTIQUOUS LOTS UNDER ONE OWNERSHIP. IN THE FUNTY OF THE DIVISION OF SUBDIVIDED OR SUBDIVIDED OR SUBDIVIDED OR SUBDIVIDED OR SUBDIVIDED LOT SHALL DE AND DECOME ANY LOT AS A CORRESAID, THE OBLIGATION POR ASSOCIATION EXPENSES ATTRIBUTABLE TO THE DIVIDED OR SUBDIVIDED LOT SHALL DE AND DECOME PROPORTIONATELY ATTRIBUTED, FO AND THE HITCH ALL OR PORTIOUS OF THE DIVIDED OR SUBDIVIDED LOT SHALL DE CONTIGUOUS LOT, AND THE OWNER THEREOF, TO AND THE HITCH ALL OR PORTIONS OF THE DIVIDED OR SUBDIVIDED LOT SECONE CONSOLIDATED. IN THE FROPENT SHALL OF THE EXCEPTION OF ASSESSMENTS SHALL APPLY THERETO AS A SHALL DE PROPERTION OR ASSESSMENTS SHALL APPLY THERETO AS A SHALL DE FLECTED, ALTERED, PLACED OR PERHITTED TO REMAIN ON ANY SITE NOT INCLUDING AT LEAST ONE (1) FULL PLATTED LOT ACCORDING TO THE PLAT.

(D) TEMPORARY BUILDINGS. NO TENTS, TRAILERS, VANS, SHACKS, TRANCED TO REMAIN ON ANY LOT OR COMMON AREA MITHOUT THE HRITTEN CONSENT OF THE ARB.

(E) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED ON ERECTED UPON ANY LOT OR COMMON AREA MITHOUT THE HRITTEN CONSENT OF THE ARB.

(E) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR THE ARB.

(E) AND HOTOR VEHICLES, EXCEPT FOUR-HHEEL PASSENGER OR THE WAITTEN CONSENT OF THE ARB.

(E) ANTENNAE OR THE ARB.

(E) BOATS AND MOTOR VEHICLES, EXCEPT FOUR-HHEEL PASSENGER OR REPAIRE DON ANY LOT OR COMMON AREA MITHOUT THE WAITTEN CONSENT OF THE ARB.

(E) ANTENNACE OR THE A (B) ARCHITECTURAL APPROVAL. NO BUILDING OR OTHER IMPROVEMENT SHALL BE ERECTED UPON ANY LOT WITHOUT PRIOR ARCHITECTURAL REVIEW BOARD (THE "ARB") APPROVAL AS HEREIN PROVIDED.

PUBLIC VIEW ON ANY LOT EXCEPT: (1)
MORE THAN ONE SQUARE FOOT; (2) ONE SQUARE FEET ADVERTISING THE PROPERTY ONE SQUARE FOOT; (2) ONE SQUARE FEET ADVERTISING THE PROPERTY ONE SQUARE ADVERTISE THE PROPERTY DUHLING THE CONS (0) COMMON AREAS. NOTHING SHALL ON OR REMOVED FROM, ANY OF THE COMMONITED TOWN AND MELL. NO SET OF THE ASSOCIATION.

(R) MINDOW AIR CONDITIONING UNITS SHALL BE PERMITTED.

(R) MINDOW AIR CONDITIONING UNITS SHALL BE PERMITTED.

(R) MEEDS AND UNDERBRUSH. NO WILLIAM OF MEEDS AND WAREAUS. NO DEPENDED TO BE PLACED OR SU THEREON, AND IN THE EVERT THAY ANY ON THE REP HIS LOT FREE OF WEEDS, UNDERBRUSH.

(ET) MISSIGHTLY GROWTHS OR OBJECTS, ENTER UNSIGHTLY GROWTHS OR OBJECTS, ENTER UNDON SAID LOT AND REMOVE THE:

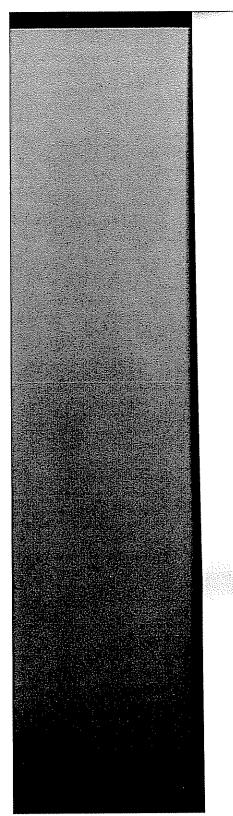
(E) EXCEPTIONS FOR BEVELOPER, SHALL NOT BE DEVELOPER, AND THE SUBDIVISION ESTABLE OF DEVELOPER, SHALL OND BE DEVELOPER, SHALL BUNDENSTOOD ON AS PORTHER SUBDIVISION SHALL BUN

ARTICLE THREE: COM

3.1 DESIGNATION OF COMMON ARE DESIGNATED AS SUCH SHALL BE KNOWN AS * AND MAINTENANCE SHALL BE GOVERNED BY

TITLE TO COMMON AREAS. DE THE SUBDIVISION. ON OR BEFORE CONVEY THE COMMON AREAS SO LONG AS THE SUBDIVISION. ON OR BEFORE CONVEY THE COMMON AREAS TO THE ASSOCIATION AREAS TO THE ASSOCIATION AND AREAS TO THE ASSOCIATION AREAS TO THE COMMON AREAS TO THE ASSOCIATION AREAS TO THE COMMON AREAS TO THE DEVELOA ASSIGNS, OF THE KIGHT TO USE AND EASEMENTS OF THE ARION CON ASSIGNS OF THE KIGHT TO USE OWNED SECTION 23, PERMY TOWNSHIP MARION CON EXCLUSIVE COMMON AREAS. EVERY NON-EXCLUSIVE COMMON AREAS. EVERY NON-EXCLUSIVE COMMON AREAS. EVERY NON-EXCLUSIVE COMMON AREAS. EVERY NON-EXCLUSIVE TO THE FOLLOWING:

(1) THE RIGHT OF THE ASSOCIATION FOR AND EASEMENTS OF THE ASSOCIATION AREAS AND BY-LAWS OF THE ASSOCIATION AREAS AND AREAS AND AREAS ON FILED SEPARA ANY PART ON PARTS OF THE PROPERTY ON THE COMMON AREAS ON FILED SEPARA ANY PART ON PARTS OF THE PROPERTY ON AND BHAINAGE FACILITIES AS SHOWN ON AREAS AND ASSIGNS OF THE RIGHT OF THE COMMON AREAS ON THE PROPERTY ON THE FOLLOWING FOR THE ASSOCIATION AND BHAINAGE FACILITIES AS SHOWN ON THE SUCCESSORS AND ASSIGNS OF THE RIGHT ON THE ASSOCIATION AND BHAINAGE FACILITIES AS SHOWN ON THE SUCCESSORS AND ASSIGNS OF THE RIGHT ON THE ASSOCIATION ON THE ASSOCIATION ON THE COMMON AREAS ON THE RIGHT OF THE ASSOCIATION AND BHAINAGE FACILITIES AS SHOWN ON THE SUCCESSORS AND ASSIGNS OF THE RIGHT ON THE ASSOCIATION ON THE ASSOCIATION ON THE ASSOCIATION ON THE ASSOCIATION AND THE ASSOCIATION AND THE ASSOCIATION AND THE ASSOCIATION AND AND THE ASSOCIATION AND THE ASSO



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1.1 SUBDIVISION AND PLATTING OF REAL ESTATE. THE SUBJECT REAL ESTATE CONSISTS OF APPROXIMATELY 29.16 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, MARION COUNTY, INDIANA (THE "REAL ESTATE"), MHICH IS CURRENTLY ONHED BY THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION (THE "DEVELOPER") AND THE DECLARANT HEREIM. THE SOUTHCREEK DEVELOPMENT CO. HEREBY PLATS, SUBDIVIDES, AND DEDICATES THE REAL ESTATE INTO LOTS, STREET'S, AND COMMON AREAS IN ACCORDANCE WITH THE PLAT TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCREEK, SECTION III (THE "SUBDIVISION"). THE STREET'S SHOWN ON THE PLAT ARE HEREBY DEDICATED TO PUBLIC USE.

1.2 PURPOSE OF DECLARATION. THE PURPOSE OF THIS DECLARATION IS TO ENHANCE AND PROTECT THE VALUE, ATTRACTIVENESS, QUALITY, AND DESIRABILITY OF THE LOTS AND TRACTS CONSTITUTING THE SUBDIVISION KNOWN AS "SOUTHCREEK, SECTION III".

TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND OCCUPPIED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE BENEFIT OF THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITY WHO NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS THEREOF. THIS DECLARATION SHALL BECOME EFFECTIVE UPON ITS RECORDATION IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

IL4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND FROM THE TO TIME, TO PLAT AND/OR REPLAT ALL OR ANY PART OF THE PROPERTY, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THERETO, WITH RESPECT TO ANY UNDEVELOPED PORTIONS OF OR ADDITIONAL LAND TO THE SUBDIVISION. DEVELOPER HAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OF THE ADDITIONAL LAND THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT;

(1) ANY PORTIONS OF THE ADDITIONAL LAND SHALL BE CONFIGURES TO THE SCHEME OF THIS DECLARATION,

(2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME ADDITION TO THE SCHEME OF THIS DECLARATION,

(3) THE PLAT OF THE ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;

(3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON ANEAS OF SAID PLAT OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;

(4) UPON ADDITIONAL LAND, AND THE COMMON AND SHALL HAVE ALL PRIVILEGES AND OBLICATION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLICATION SET FORTH IN THIS DECLARATION, OF ASSOCIATION AND SUCCLARATION AND SUCCLARATION AND SUCCLARATION OF THE ADDITIONAL LAND TO THE SCHEME OF THE ASSOCIATION FOR THEIR PHORATA SHARE PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO TO BE ADDED DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION OF THE ADDITIONAL LAND TO BE ADDED. DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION OF THE ASSOCIATION OF THE

ARTICLE TWO: USE OF THE REAL ESTATE.

- 2.1 PERHITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDERTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.
- 2.2 OWNER'S OBLIGATION OF HAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.
- GRANTS TO THE OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE AGENTS. THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ERJOYING THE SAME, THROUGH AND ALONG THOSE OF INSPECTING, MAINTAINING AND ERJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND MAINTENANCE EASEMENTS ("A. & M.E.") ON THE PLAY. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSECTION AND MAINTENANCE; THE PERPETUAL RIGHTS FOR PURPOSES OF INSECTION AND MAINTENANCE; THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D & U.E.") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED ON ALLOWED IN THE DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D & U.E.") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED ON ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM WITHITY COMPANIES" SHALL MEAN ANY PUBLIC ON PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT HOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, NATUNAL GAS, AND CABLE TELEVISION. THE TERM "UTILITY COMPANIES" SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS FOWER AND LIGHT CO., THE INDIANAPOLIS POWER AND LIGHT AND LIGHT CO., THE INDIANAPOLIS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

RESTRICTIONS ON USE.

F EBECTED ON ANY COM

SOUTHL

(G) TREES. NO TREE OR SHRUE TWO (2) INCHES IN DIAMETER, SH. DESTROYED WITHOUT THE PRIOR WRITTE (II) ARTIFICIAL VEGETATION.

OTHER ARTIFICIAL VEGETATION SHALL THE EXTERIOR PORTION OF ANY LOT,

(I) AUTOMOBILE STORAGE AREA PERHANENTLY ENCLOSED OR CONVERT SUBSTITUTION OF ANOTHER ENCLOSED TO UPON THE LOT. NO CARPORTS SHALL BUT ON THE LOT. NO CARPORTS SHALL BUT ON MOBILES. ALL GARAGES HUSY AUTOMOBILES. ALL GARAGES HUSY AUTOMOBILES. ALL GARAGES HUSY AUTOMOBILES. ALL GARAGES OR INTITALUED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. AREA SHALL BE USED AS A DRYING OR INTITAL BE USED AS A DRYING OR INTITAL BE PROVIDED WITHIN THE BUILD (K) LANDSCAPING. SEEDING REQUIRED ON ALL YARDS AFTER THE CC'BEEN COMPLETED.

SHALL BE HAISED, BIED, OR KEPT AREAS. HOWEVER, DOGG, CATS AND OR HELD ORGEN COMMERCIAL PILL AND PRIED BY THE ASSOCIATION, SO LO OR HAINTAINED FOR COMMERCIAL BE KON AND THE MASTER HATERIAL SHALL BE KON ANY COMMON AREA, EXCEPT IN SAPPROPERTY LINES, OF OR OTHER WASTE HATERIAL SHALL BE KON ANY COMMON AREA, EXCEPT IN SAPPROPERTY LINES, OR IN THE CASE OF A ROUND INTERSECTION OF REMAIN ON ANY CORNER FORHED BY THE STREET PROPERTY LINES, OR IN THE CASE OF A ROUND INTERSECTION OF A STREET PROPERTY LINES, OR IN THE CASE OF A ROUND INTERSECTION OF A STREET PROPERTY LINES, OR IN THE CASE OF A ROUND INTERSECTION OF A STREET PROPERTY LINES, OR IN THE SUCH SIGHT-LINES, OR ON THE COMMON AREA MHICH MITHEN SUCH DISTANCES OF COLLAGE LINE IS NAINTAINED AT SOUTH ON THE COMMON AREA MHICH MITHEN BY BE COMED AND AND LOT ON ON THE BOARD OF DASSCRIATION WHICH SIGHT-LINES, OR ON THE BOARD OF DASSCRIATION BE COMED AND LOT ON SILL BE DISPOSITIVE OF SILL OF NORE THAN ONE SOUNARE FOOT; (2) ON SOUARE FEET ADDYESTED TO THE BOARD OF DASSCRIATION AREA. NOTHING THE PROPE OF SIGN OF NORE THAN TEN SOU AND LOT WHICH SIGHT SILL ROUND AND LOT ON ANY LOT EXCEPT: MORE THAN ONE SOUARE FOOT; (2) ON SOUARE FEET ADDYESTED TO THE CONDITIONING THE PROPE OF THE SOUARE FOOT; (2) ON ANY LOT EXCEPT: MORE THAN TEN SOU ANY LOT EXCEPT: MORE THAN THE PROPERTY DURING THE PROPE OF THE SOUARE FOOT; (2) ON ANY LOT EXCEPT: MORE THAN THE SHALL BE PERMITTEL ON ANY LOT EXCEPT: MORE THAN THE SHALL BE PERMITTEL ON ANY LOT. NO OIL OPERATIONS, OIL REFINING, QUARRY IS AND CONSENT OF THE SHALL BE PERMITTEL OF ANY COMMON AREA. AND OIL OPERATIONS, OIL REFINING, QUARRY IS AND SHALL BE PERMITTEL OON ANY LOT EXCEPT. MORE THAN THE CHART ON SHALL BE PERMITTEL OON ANY LOT SHALL BE PERMITTEL OON AND LOT SHALL BE PERM

TRANSFEREES OF DEVELOPER, SHALL UNITANSFEREES OF DEVELOPER, SHALL UNITAL LOTS INCLUDED MITHIN THE SUBDIV WORK AND THE SALE OR OTHER DISPOSI ESSENTIAL TO THE ESTABLISHMENT AND AN ON-GOING RESIDENTIAL COMMUNITY. BE CONPLETED AND THE SUBDIVISION ESSENTIAL TO THE ESTABLISHMENT AS SOON AS DECLARATION SHALL BE UNDERSTOOD DEVELOPER, DEVELOPER'S TRANSF CONTRACTORS OR SUB-CONTRACTORS OF TRANSFEREES, FROM DOING WHATEVE REASONABLY NECESSARY OR ADVISABLE FANHEFEREES, FROM THE DISPOSITION OTHERWISE. ONERG, UPON COMMENCI RESIDENCE, DWELLING UNIT OR OTHER FROMFANCE OF ANY CONSTRUCTION SOLPHORMANCE OF ANY CONSTRUCTION DIPERFORMANCE OF ANY CONSTRUCTION DIPERFORMANCE OF THE STRUCTURE INVOLVED INFORMANCE OF THE STRUCTURE INVOLVED INFORMANCE OF THE STRUNGTHERS SPECILOTS IMPROVED WITH COMPLETED RESIDE