

CURTIS L. COCHRAN
MARION COUNTY SURVEYOR

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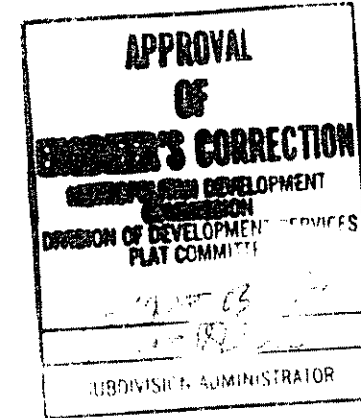
DULY ENTERED FOR
TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER

SOUTHCREEK

- SECTION TWO -

CERTIFICATE OF CORRECTION

890056078



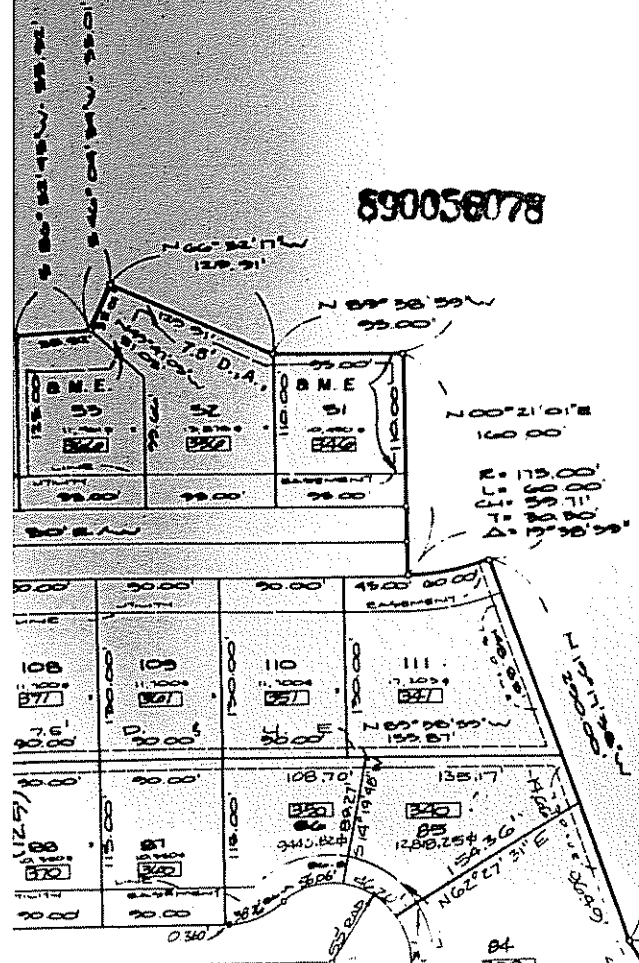
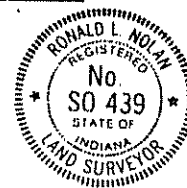
I, the undersigned Registered Land Surveyor, do hereby certify that I have prepared the plat of Southcreek, Section Two, which appears of record as Instrument Number 89-0024194 in the office of the Recorder of Marion County, Indiana; and that said plat contains certain errors in that it incorrectly labeled a dimension of a lot line of lots 83 and 84 which shall be labeled as 125.00'. Also, said plat omitted a certain 7.5' D.A. & M. easement. Also, said plat omitted certain easements to Indianapolis Power and Light. Also certain easements were incorrectly labeled. The said affected easements are shown as shaded area. Also, said plat incorrectly labeled a certain dimension on the centerline of "Buffalo Creek" which shall be labeled as 76.16 feet. Also, said plat incorrectly labeled a bearing on the tie to said Southcreek, Section Two, which shall be labeled as North 58 degrees 23 minutes 33 seconds East. Also, said plat incorrectly labeled a bearing on the tie to said Southcreek, Section Two, which shall be labeled as South 10 degrees 35 minutes 41 seconds West. Also, the legal description contains two bearings and one distance that are either incorrect or not legible. This certificate is being recorded for the purpose of correcting the aforesaid errors to said plat of Southcreek, Section Two. This drawing represents that portion as shown by said plat.

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CERTIFIED: May 16, 1989

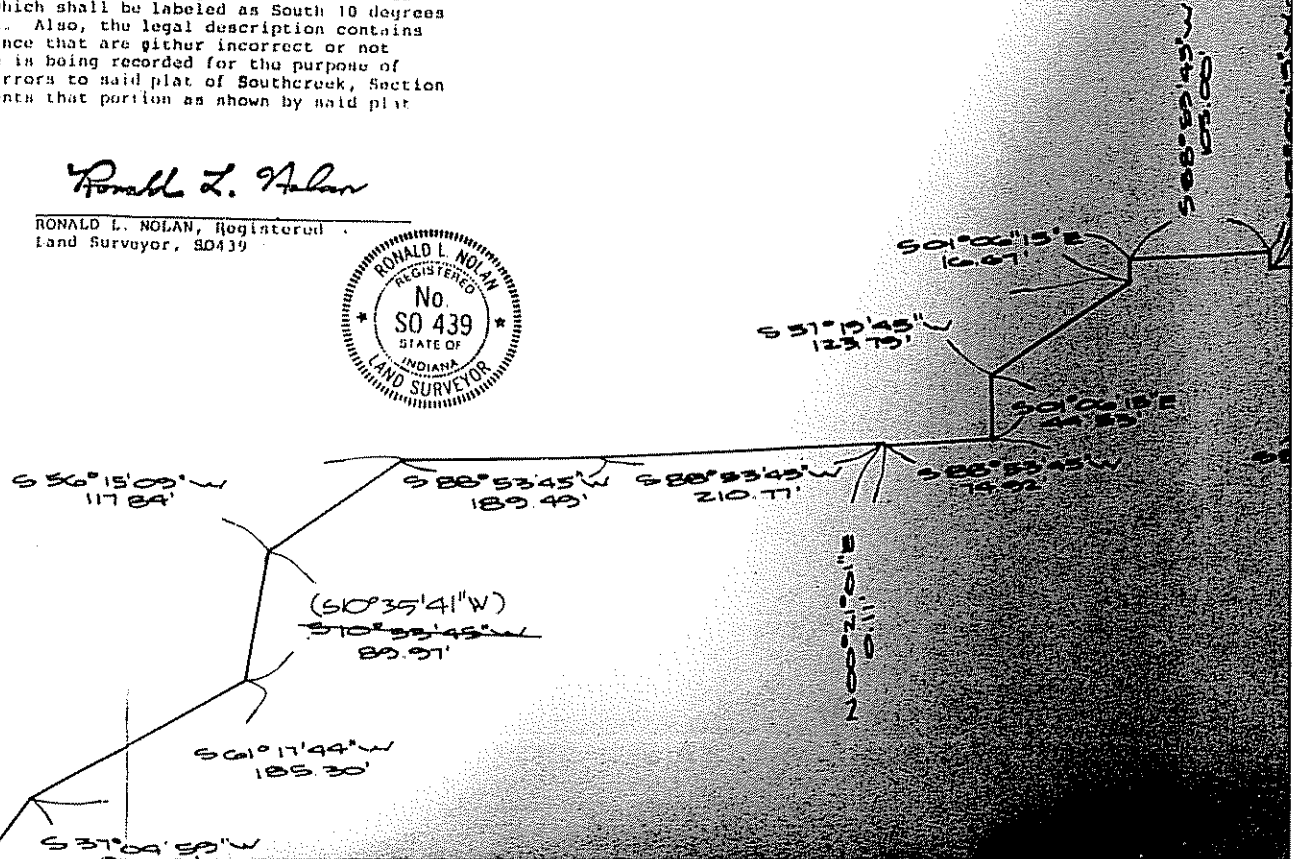
Ronald L. Nolan

RONALD L. NOLAN, Registered
Land Surveyor, 80439



(5' ESMT. I.P. 4L
DR 1858 P219
INSTR. # 30798)

(5' ESMT. I.P. 4L
T.L. RECORD 1860)

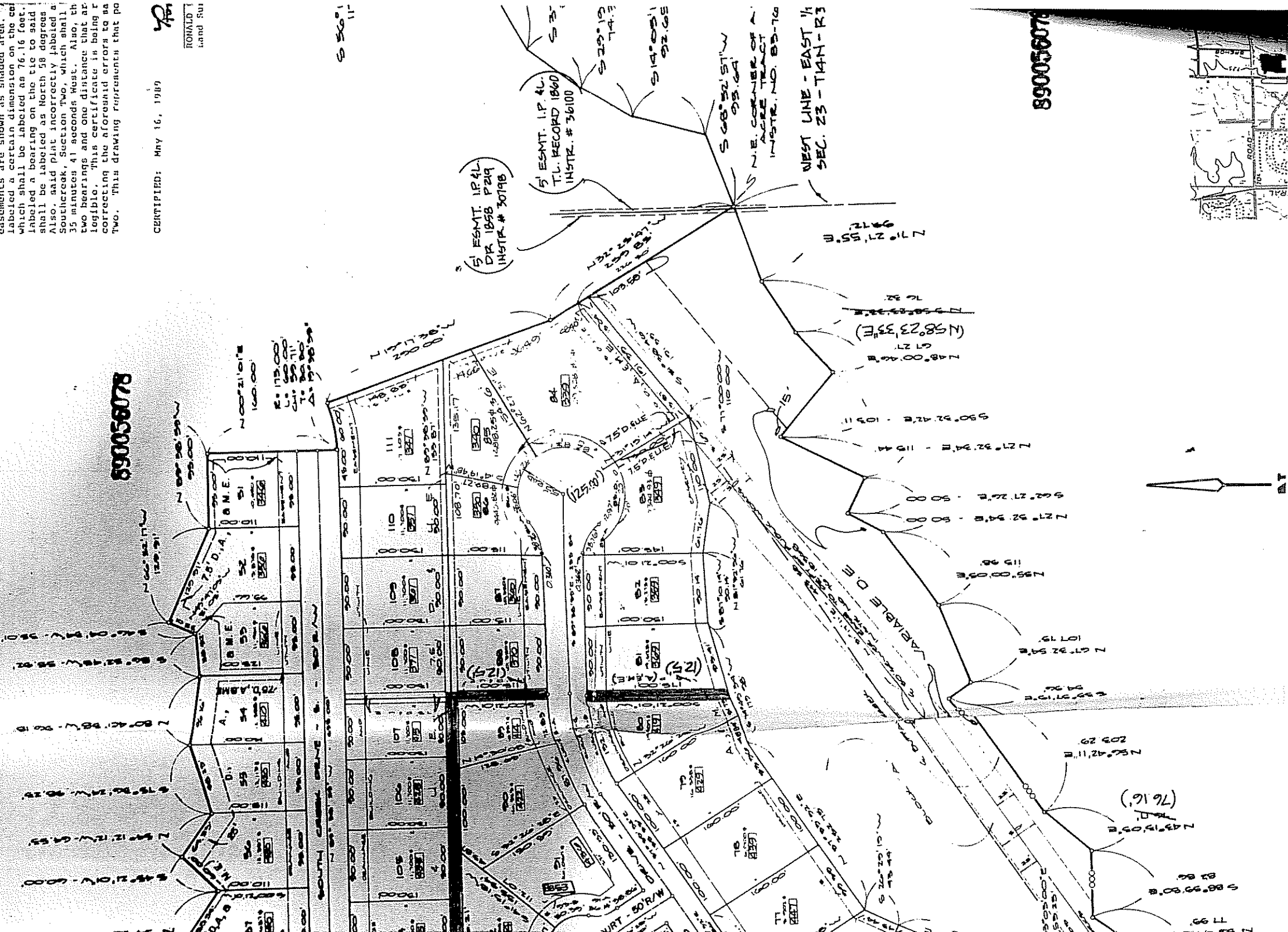


of record as Instrument Number 42-0022 Recorder of Marion County, Indiana, at certain errors in that it incorrectly line of Lots 03 and 04 which shall be said plat omitted a certain 7.5' D.A. plat omitted certain easements to include certain easements were incorrectly labeled as shown as shaded area. which shall be labeled as 76.16 feet. Labeled a bearing on the tie to said shall be labeled as North 58 degrees Also, said plat incorrectly labeled a Southcreek, Section Two, which shall 35 minutes 41 seconds West. Also, the two bearings and one distance that are legible. This certificate is being recorded to correct the aforesaid errors to make Two. This drawing represents that portion

CERTIFIED: May 16, 1989

RONALD T. SANDS
Land Surveyor

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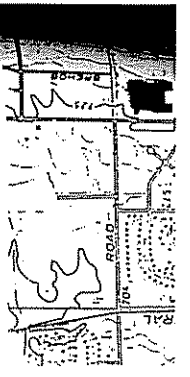
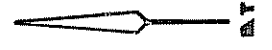


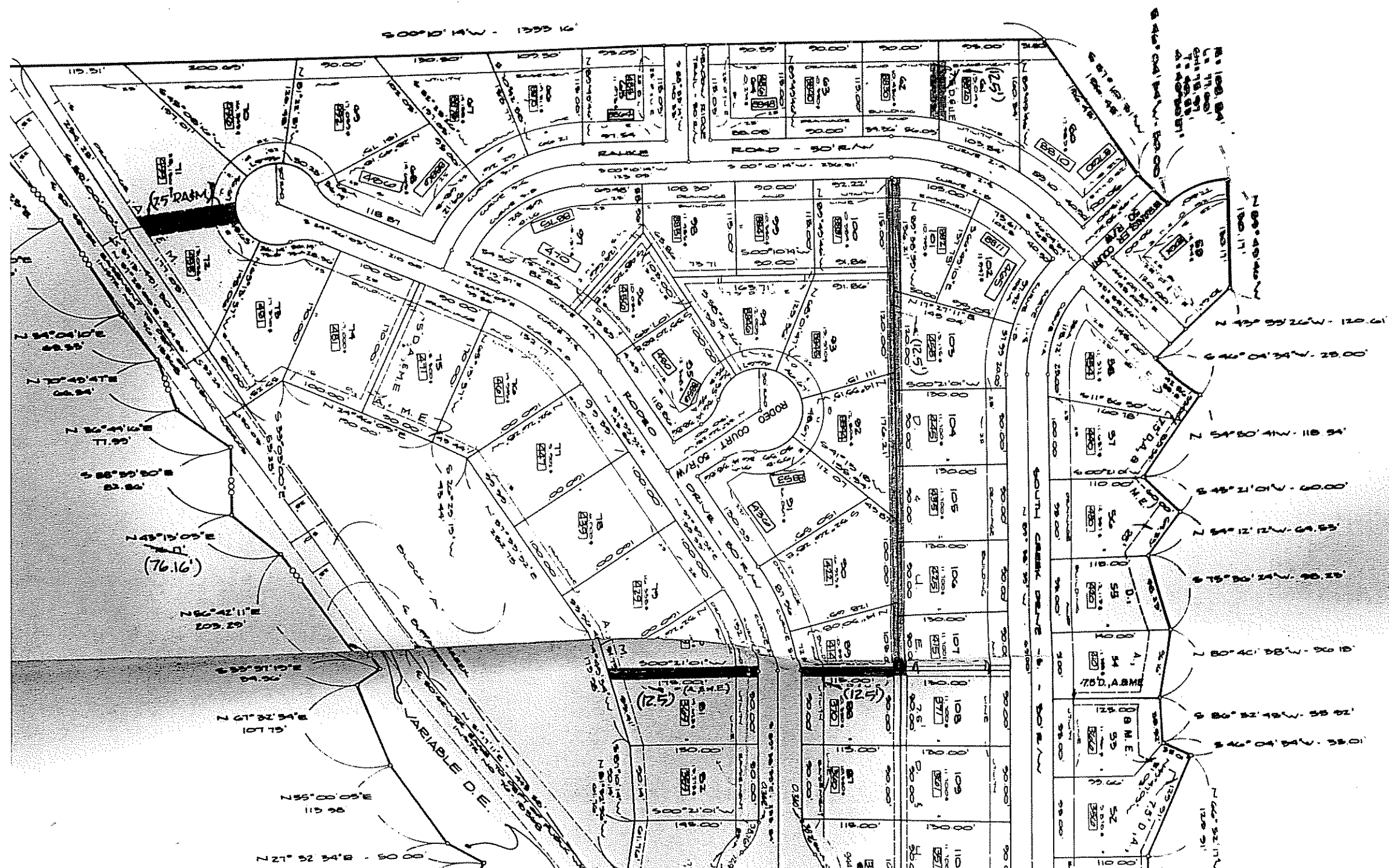
(S) ESMT. 1P. 4L.
T.L. RECORD 1860
INSTR. # 36100

(S) ESMT. 1P. 4L.
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INSTR. # 36100

WEST LINE - EAST 1/4
SEC. 23 - T14N - R3

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SOUTHCREEK - SECTION TWO: COVENANTS

(I) **AUTOMOBILE STORAGE AREA.** NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOMOBILE STORAGE AREA UPON 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 MAINTAINED IN USABLE CONDITION.

(J) **CLOTHES DRYING AREAS.** NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING 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 BEEN COMPLETED.

(L) **ANIMALS.** NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION, SO LONG AS THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) **RUBBISH, TRASH AND GARBAGE.** NO RUBBISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) **FENCES, HEDGES AND WALLS.** NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE ARB. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(O) **NOISANCES.** NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NOISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NOISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE 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 NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING 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 CONDITIONING UNITS.** NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) **SEPTIC TANK AND WELL.** NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DIKRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) **WEEDS AND UNDERBRUSH.** NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT OR ANY COMMON AREA, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS

3.4 **RIGHTS TO COMMON AREAS.** THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE NOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR 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 OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, 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

4.1 **NECESSITY OF ARCHITECTURAL REVIEW & APPROVAL.** NO IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, SHALL BE COMMENCED, ERRECTED, PLACED OR MAINTAINED UPON ANY LOT, NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF 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.

4.3 **ARCHITECTURAL CONTROL BOARD.** THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS 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 DEVELOPER MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN 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 MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (1) ONE ARCHITECT OR BUILDING CONTRACTOR THERE TO. 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 AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING IN 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, OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

4.4 **MEMBERS' DUTIES OF BOARD.** THE ARB SHALL HAVE THE DUTY TO REVIEW AND APPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER,

SUBJECT LOCATED IN THE SOUTHCREEK AND THE PLATS, AND IN THIS SOUTHCREEK E PLAT

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHCREEK SECTION TWO.

ARTICLE ONE: SUBDIVISION OF REAL ESTATE

1.1 SUBDIVISION AND PLATTING OF REAL ESTATE. THE SUBJECT REAL ESTATE CONSISTS OF APPROXIMATELY 29.296 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, MARION 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 II" (THE "SUBDIVISION"). THE STREETS 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 II."

1.3 DECLARATION. THE REAL ESTATE SHALL BE HELD, TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND OCCUPIED 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.

1.4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND FROM TIME 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 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 SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;

(2) ANY PORTIONS OF SUCH 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, OF COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND

(4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PROPORTIONATE SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM 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 AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE SUBDIVISION.

ARTICLE TWO: USE OF THE REAL ESTATE

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL DOMESTIC 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 COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 BASEMENTS. 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 "D, A, & M, E." ("DRAINAGE, ACCESS AND MAINTENANCE EASEMENT") ON THE PLAT. 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 INSPECTION AND MAINTENANCE,

ALL OR ANY PART OF ANY AMENDMENTS THERETO WITH NECESSARY RESTRICTIONS AND/OR ADDITIONS TO THE SUBDIVISION DEVELOPED PORTIONS OF OR ADDITIONS TO, ADD AT ANY TIME DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, TO THE SCHEME OF THIS 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 SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;

(2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLANTED AS SINGLE FAMILY RESIDENTIAL LOTS;

(3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND

(4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PROPORTA SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM 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 HARRISON COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. DEVELOPER RESERVES THE RIGHT TO SO AGENE AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE SUBDIVISION.

ARTICLE TWO: USE OF THE REAL ESTATE

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES 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 COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 EASEMENTS. 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 "D., A. & M. E." ("DRAINAGE ACCESS AND MAINTENANCE EASEMENT") ON THE PLAT. 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 INSPECTION AND MAINTENANCE THOSE AREAS DESIGNATED AS "D. & U. E." ("DRAINAGE AND UTILITY EASEMENT") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED AND NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. 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 COMPANIES" SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER CO., CITIZENS GAS CO., THE INDIANA BELL TELEPHONE CO. (AND THEIR AFFILIATES), AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

2.4 RESTRICTIONS ON USE.

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

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

(C) FRACTIONAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE OR MORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION OF ANY LOT AS AFORESAID, THE OBLIGATION FOR ASSOCIATION EXPENSES ATTRIBUTABLE TO THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND BECOME PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT. AND THE OWNER THEREOF, TO AND WITH WHICH ALL OR PORTION OF THE DIVIDED OR SUBDIVIDED LOT BECOME CONSOLIDATED IN THE EVENT THAT ONE OR MORE LOTS ARE DEVELOPED AS A UNIT, THE PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE EXCEPTION OF ASSESSMENTS SHALL APPLY THERETO AS A SINGLE LOT. NO DEVELOPER OR OTHER STRUCTURE OR IMPROVEMENT SHALL BE ERECTED, ALTERED PLACED OR PERMITTED 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, TANKS, TEMPORARY OR ACCESSORY STRUCTURES SHALL BE ERECTED OR PERMITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE ARB.

(E) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN CONSENT OF THE ARB.

(F) BOATS AND MOTOR VEHICLES. NO BOATS, RECREATION VEHICLES OR OTHER MOTOR VEHICLES, EXCEPT FOUR-WHEEL PASSENGER AUTOMOBILES AND PICKUP TRUCKS, SHALL BE PLACED, PARKED OR STORED UPON ANY LOT OR COMMON AREA, NOR SHALL ANY MAINTENANCE REPAIR BE PERFORMED UPON ANY BOAT OR MOTOR VEHICLE UPON ANY LOT WITHOUT THE WRITTEN CONSENT OF THE ARB, EXCEPT WITHIN A BUILDING TOTALLY ISOLATED FROM PUBLIC VIEW.

(G) TREES. NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS TWO (2) INCHES 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 ARTIFICIAL VEGETATION SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT, UNLESS APPROVED BY THE ARB.

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SOUTHCREEK - SECTION T

CONDITIONS AND RESTRICTIONS IN TOWN

PROPERTY OF REAL ESTATE

REAL ESTATE. THE SUBJECT
29.266 ACRES OF LAND LOCATED
HION COUNTY, INDIANA (THE
OWNED BY THE SOUTHCREEK
IN THE "DEVELOPER") AND THE
DEVELOPMENT CO. HEREBY PLATS,
DATE INTO LOTS, STREETS, AND
THE PLAT TO WHICH THIS
TO BE KNOWN AS "SOUTHCREEK,
STREETS SHOWN ON THE PLAT

THE PURPOSE OF THIS
AND TRACTS, ATTRACTIVENESS,
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ING IN THE PUBLIC RECORDS OR
LEMENTARY DECLARATION WITH
O AMEND AND SUPPLEMENT THIS
JOINDER OF THE ASSOCIATION OR
ND IN THE DIVISION.

PROPERTY OF REAL ESTATE

PROPERTY SUBJECT TO THESE COVENANTS
SINGLE FAMILY RESIDENTIAL LOTS.

MAINTENANCE AND REPAIR. EACH
EXPENSE, MAINTAIN AND REPAIR
A CONDITION COMPARABLE TO THE
THE TIME OF ITS INITIAL

REBY RETAINS FOR ITSELF AND
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(I) AUTOMOBILE STORAGE AREA. NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOMOBILE STORAGE AREA UPON 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 UL MAINTAINED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING 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 BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION, SO LONG AS THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) RUBBISH, TRASH AND GARBAGE. NO RUBBISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) FENCES, HEDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE ASSOCIATION. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES. OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(O) NUISANCES. NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE 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 NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (1) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING 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 CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DRILL OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT OR ANY COMMON AREA, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE THEREON; AND IN THE EVENT THAT ANY OWNER SHALL FAIL OR REFUSE TO KEEP HIS LOT FREE OF WEEDS, UNDERBRUSH OR REFUSE PILES, OR OTHER UNSIGHTLY GROWTHS OR OBJECTS, THEN THE ASSOCIATION MAY ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

2.5 EXCEPTIONS FOR DEVELOPMENT. DEVELOPER, OR THE TRANSFERREES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF RESIDENTIAL UNITS IS ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION AS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE DEVELOPER, DEVELOPER'S TRANSFERREES, OR THE EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFERREES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERWISE, OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOT PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, THE WORDS "ITS TRANSFERREES" SPECIFICALLY EXCLUDE PURCHASERS OF

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

3.2 TITLE TO COMMON AREAS. DEVELOPER MAY RETAIN THE LEGAL TITLE 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 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 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.

3.3 USE OF COMMON AREAS. EVERY OWNER OF A LOT SHALL HAVE A NON-EXCLUSIVE COMMON RIGHT AND EASEMENT OF ENJOYMENT AND INGRESS 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 THIS DECLARATION, 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 OF THE COMMON AREAS OR FILED SEPARATELY WITH RESPECT TO ALL OR ANY PART OR PARTS OF THE PROPERTY;

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

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

ARTICLE THREE: COMMON AREAS

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

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(2) ALL PROVISIONS OF THIS DECLARATION, 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 OF THE COMMON AREAS OR FILED SEPARATELY WITH RESPECT TO ALL OR ANY PART OR PARTS OF THE PROPERTY;

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

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

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SECTION TWO: COVENANTS

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3.4 RIGHTS TO COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE NOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR 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 OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, 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

4.1 NECESSITY OF ARCHITECTURAL REVIEW & APPROVAL. NO IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, SHALL BE COMMENCED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT, NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR THEREOF BE MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF 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.

4.3 ARCHITECTURAL CONTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS 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 DEVELOPER MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN 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 MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST ONE OR ARCHITECT OR BUILDING CONTRACTOR 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 AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING 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.

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 WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE, OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THERETO, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL 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.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WELL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED IMPROVEMENTS.

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4.3 ARCHITECTURAL CONTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSEER 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 MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN 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 MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (1) ARCHITECT OR BUILDING CONTRACTOR 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 AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING 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.

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 WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THEREOF. THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL 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.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT. THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL NOT BE EFFECTIVE UNTIL ADOPTED 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, INCLUDING A VERBATIM COPY OF SUCH CHANGE OR MODIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE ASSOCIATION; PROVIDED THAT, THE DELIVERY TO EACH MEMBER OF THE ASSOCIATION OF NOTICE AND A COPY OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL NOT CONSTITUTE A CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CHANGE OR MODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE FEES FOR PROCESSING REQUESTS FOR ARB APPROVAL OF PROPOSED IMPROVEMENTS. SUCH FEES, IF ANY, SHALL BE PAYABLE TO THE ASSOCIATION, IN CASH, AT THE TIME THAT PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE ARB.

4.5 ARCHITECTURAL PLANNING CRITERIA

(A) BUILDING TYPE. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED 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 THREE (3) CARLS. 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 SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED 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 DOWNSTAIRS, OF LESS THAN TWO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT. UNLESS APPROVED BY THE ARB AS TO USE, LOCATION AND ARCHITECTURAL DESIGN, NO GARAGE, TOOL OR STORAGE 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.

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(B) LAYOUT. NO FOUNDATION FOR 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 UNNECESSARILY DISTURBED AND THAT THE HOME IS PLACED ON THE LOT IN ITS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIORS. THE ARB SHALL HAVE THE FINAL APPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OWNER MUST SUBMIT TO THE ARB A COLOR PLAN SHOWING THE COLOR OF THE ROOF, EXTERIOR WALLS, SHUTTERS, TRIMS, ETC. THE ARB SHALL CONSIDER THE EXTENT TO WHICH THE COLOR PLAN IS CONSISTENT WITH THE HOMES IN THE SURROUNDING AREAS AND THE EXTENT TO WHICH THE COLOR PLAN CONFORMS WITH THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. UNLESS SPECIFICALLY AUTHORIZED BY THE ARB, ALL DWELLINGS SHALL HAVE A MASONRY 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 MAY BE PERMITTED ARE PORCHES AND PATIOS. THERE SHALL BE NO FLAT ROOFS ON THE ENTIRE MAIN BODY OF THE BUILDING; PROVIDED THAT, THE ARB SHALL HAVE DISCRETION TO APPROVE SUCH ROOFS ON PART OF THE MAIN BODY OF THE BUILDING, PARTICULARLY IF MODERN OR CONTEMPORARY IN DESIGN. NO BUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION OF ALL PITCHED ROOFS SHALL BE TILE, CEDAR SHAKE SHINGLE, SLATE ASPHALT OR FIBERGLASS 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 WIDTH OF TWENTY-FOUR (24) FEET FOR A TWO-CAR GARAGE OR THIRTY-THREE (33) FEET FOR A THREE-CAR GARAGE; MEASURED FROM INSIDE WALLS OF THE GARAGE. ALL GARAGES MUST HAVE EITHER A SINGLE OVERHEAD DOOR WITH A MINIMUM DOOR WIDTH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) FOOT DOORS FOR A TWO-CAR GARAGE, OR TWO (2) OR THREE (3), INDIVIDUAL OVERHEAD DOORS, EACH A MINIMUM OF EIGHT (8) FEET IN WIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAYS. ALL DWELLINGS SHALL HAVE A DRIVEWAY AT LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTRANCE TO THE GARAGE WHICH SHALL BE PAVED WITH ASPHALT, CONCRETE OR SOME OTHER STABLE AND PERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR 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 ARB. THE ARB SHALL DISCOURAGE THE USE OF IMITATION MATERIAL FOR FACADES AND ENCOURAGE THE USE OF FRONT MATERIALS SUCH AS URICK, FOUR OR FIVE-INCH BLOCK, STONE, WOOD, AND STUCCO, OR A COMBINATION OF THE FOREGOING.

(H) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED 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 BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

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(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

(O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.

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

(Q) SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH 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 OBSTRUCTION OF SUCH SIGHT-LINES.

(R) UTILITY CONNECTIONS. BUILDING CONNECTIONS FOR ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, TELEPHONE AND TELEVISION SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE ACCEPTABLE TO THE GOVERNING UTILITY AUTHORITY.

(S) BUILDING SET-BACKS. BUILDING SET-BACKS SHALL BE TWENTY-FIVE (25) FEET IN FRONT, TWENTY-FIVE FEET (25) IN THE REAR AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE CONSIDERED TO HAVE TWO FRONTS AND ONE SIDE. ALL MEASUREMENTS SHALL BE TO THE BASE OF THE DWELLING. THE ARB MAY, AT ITS DISCRETION, REDUCE THE FRONT AND REAR SET-BACKS TO TWENTY (20) FEET WHERE APPROPRIATE.

(T) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARB.

(U) ARB REPORTS. THE ARB'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THE FOREGOING ARCHITECTURAL PLANNING CRITERIA SHALL BE DELIVERED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND TO THE LOT OWNER SUBMITTING THE SAME. IN THE EVENT THE ARB FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS OR SUBMISSION THEREOF, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED CRITERIA SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

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ARTICLE FIVE: THE HOMEOWNER'S ASSOCIATION

5.1 STRUCTURE OF THE ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS AN INCORPORATED 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 & 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 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.

ARTICLE SIX: MAINTENANCE ASSESSMENTS

6.1 LIEN AND PERSONAL OBLIGATION FOR ASSESSMENT. THE DEVELOPER, FOR EACH LOT OWNED BY IT WITHIN THE SUBDIVISION, HEREBY COVENANTS AND EACH OWNER OF ANY LOT (BY ACCEPTANCE OF A 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 MAJOR REPAIRS; SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HERINAFTER 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' FEES), SHALL BE CHARGED ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT(S) AGAINST WHICH EACH SUCH ASSESSMENT IS MADE, AND SHALL ALSO BE THE PERSONAL OBLIGATION 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 ABANDONMENT, OR OTHERWISE.

6.2 PURPOSE, AMOUNT AND COMPUTATION OF ASSESSMENT. EXCEPT AS HERINAFTER PROVIDED, THE ANNUAL ASSESSMENT, EXCLUDING ANY 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") SHALL FIX THE ASSESSMENTS, WHICH SHALL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED FINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE DISPOSITIVE. BY THE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE BOARD, THE MAXIMUM AMOUNTS OF THE ASSESSMENTS MAY BE INCREASED OR DECREASED FROM THE AMOUNT HEREIN SET FORTH. ALL REGULAR AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS FOR WHICH PROVISION IS HEREIN MADE SHALL COMMENCE ON THE FIRST DAY OF THE MONTH, OR AS FIXED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO BE THE DATE OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR. THE DUE DATE OF ANY ASSESSMENT SHALL BE FIXED IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT AND ANY SUCH ASSESSMENT SHALL BE PAYABLE IN ADVANCE IN MONTHLY, QUARTERLY, SEMI-ANNUAL OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED FOR THE MAINTENANCE, REPAIR, REPLACEMENT, RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) IMPROVEMENT, MAINTENANCE AND REPAIR OF THE COMMON AREAS;
- (2) UTILITIES FOR 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 FULL 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;
- (6) WORKMEN'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;
- (7) ACQUISITION OF FURNISHINGS AND EQUIPMENT FOR THE COMMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,
- (8) ANY OTHER MATERIALS...

TO TIME AS HEREINAFTER PROVIDED. ALL SUCH INTEREST SHALL BE PAID WITH INTEREST THEREON FROM THE DUE DATE TO THE DATE OF TEN PERCENT (10%) PER ANNUM, AND COSTS OF COLLECTION THEREOF (INCLUDING REASONABLE ATTORNEYS' FEES), SHALL BE CHARGED ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT(S) AGAINST WHICH EACH SUCH ASSESSMENT IS MADE, AND SHALL ALSO BE THE PERSONAL OBLIGATION 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 ABANDONMENT, OR OTHERWISE.

6.2 PURPOSE, AMOUNT AND COMPUTATION OF ASSESSMENT. EXCEPT AS HEREINAFTER PROVIDED, THE ANNUAL ASSESSMENT, EXCLUDING ANY 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") SHALL FIX THE ASSESSMENTS, WHICH SHALL BE IN AMOUNTS DETERMINED IN ACCORDANCE WITH THE PROJECTED FINANCIAL NEEDS OF THE ASSOCIATION AS TO WHICH THE DECISION OF THE BOARD OF THE ASSOCIATION SHALL BE DISPOSITIVE. BY THE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE BOARD, THE MAXIMUM AMOUNTS OF THE ASSESSMENTS MAY BE INCREASED OR DECREASED FROM THE AMOUNT HEREIN SET FORTH. ALL REGULAR AND SPECIAL ASSESSMENTS SHALL BE A UNIFORM RATE FOR EACH LOT IN THE SUBDIVISION. THE ASSESSMENTS FOR WHICH PROVISION IS HEREIN MADE SHALL COMMENCE ON THE FIRST DAY OF THE MONTH, OR AS FIXED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO BE THE DATE OF COMMENCEMENT. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR. THE DUE DATE OF ANY ASSESSMENT SHALL BE FIXED IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT AND ANY SUCH ASSESSMENT SHALL BE PAYABLE IN ADVANCE IN MONTHLY, QUARTERLY, SEMI-ANNUAL, OR ANNUAL INSTALLMENTS, AS DETERMINED BY THE BOARD. THE ANNUAL AND SPECIAL ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED FOR THE SAFETY AND WELFARE OF THE RESIDENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) IMPROVEMENT, MAINTENANCE AND REPAIR OF THE COMMON AREAS;
- (2) UTILITIES FOR 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 FULL 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;
- (6) WORKMEN'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;
- (7) ACQUISITION OF FURNISHINGS AND EQUIPMENT FOR THE COMMON AREA AS MAY BE DETERMINED BY THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, ALL EQUIPMENT, FURNISHINGS, AND PERSONNEL NECESSARY OR PROPER FOR USE OF THE COMMON AREAS; AND,
- (8) ANY OTHER MATERIALS, SUPPLIES, EQUIPMENT, LABOR, MANAGEMENT, SUPERVISION, SERVICES, PERSONNEL, REPAIRS, STRUCTURAL ALTERATIONS, INSURANCE, TAXES, OR ASSESSMENTS WHICH THE ASSOCIATION IS REQUIRED TO SECURE OR PAY PURSUANT TO THE 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 COMMON AREAS, FOR THE BENEFIT OF THE LOT OWNERS, OR FOR THE ENFORCEMENT OF THESE RESTRICTIONS.

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 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 AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE APPROVAL OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE. WRITTEN NOTICE OF WHICH SHALL BE SENT TO ALL MEMBERS AT LEAST THIRTY (30) DAYS IN ADVANCE, AND SHALL SET FORTH THE PURPOSE OF THE MEETING.

6.4 NON-PAYMENT OF ASSESSMENT. IF ANY ASSESSMENT IS NOT PAID ON THE DATE WHEN DUE, SUCH ASSESSMENT SHALL THEN BECOME 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 THE HANDS OF THE OWNER, HIS HEIRS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNS, AND SHALL ALSO BE A CONTINUING PERSONAL OBLIGATION OF THE OWNER AGAINST WHOM THE ASSESSMENT IS LEVIED.

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6.5 SPECIAL ASSESSMENTS FOR EXTERIOR MAINTENANCE. IN 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 PAINT, REPAIR, ROOF REPAIR AND REPLACEMENT, GUTTERS, DOWN-SPOUTS, EXTERIOR BUILDING SURFACES, AND YARD CLEAN-UP AND/OR MAINTENANCE; PROVIDED, HOWEVER, THAT TEN (10) DAYS WRITTEN NOTICE MUST FIRST BE GIVEN TO THE OWNER OF ANY SUCH LOT OF THE NEED OF SUCH CLEAN-UP AND/OR MAINTENANCE. THE COST OF SUCH MAINTENANCE SHALL BE ASSESSED AGAINST THE LOT UPON WHICH SUCH MAINTENANCE IS PERFORMED, OR, IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, BENEFITING FROM SAME. THE ASSESSMENT SHALL BE APPORTIONED AMONG THE LOTS INVOLVED IN THE MANNER DETERMINED TO BE APPROPRIATE BY THE BOARD. IF NO ALLOCATION IS MADE, THE ASSESSMENT SHALL BE UNIFORMLY ASSESSED AGAINST ALL OF THE LOTS IN THE AFFECTED AREA. THE EXTERIOR MAINTENANCE ASSESSMENTS SHALL NOT BE CONSIDERED A PART OF THE ANNUAL OR SPECIAL ASSESSMENTS. ANY EXTERIOR MAINTENANCE ASSESSMENT SHALL BE A LIEN ON THE LOT AND THE PERSONAL OBLIGATION OF THE OWNER AND SHALL BECOME DUE AND PAYABLE IN ALL RESPECTS, TOGETHER WITH INTEREST, REASONABLE ATTORNEY'S FEES, AND COSTS OF COLLECTION, AS PROVIDED FOR THE OTHER ASSESSMENTS OF THE ASSOCIATION AND SHALL BE SUBORDINATE TO MORTGAGE LIENS AS PROVIDED BY HEREIN. FOR THE PURPOSE OF PERFORMING THE MAINTENANCE AUTHORIZED BY THIS SECTION, THE ASSOCIATION, THROUGH ITS DULY AUTHORIZED AGENTS OR EMPLOYEES, SHALL HAVE THE RIGHT, AFTER REASONABLE NOTICE TO THE OWNER, TO ENTER UPON ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON AT REASONABLE HOURS ANY DAY EXCEPT SUNDAY.

6.6 SUBORDINATION OF LIEN. THE LIEN OF THE ASSESSMENT FOR 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, FEDERAL 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 FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE OF SUCH MORTGAGE. NO SUCH SALE OR TRANSFER OR PROCEEDING 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 IS SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION OF SUBORDINATION.

6.7 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 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 THEREOF. 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 FORTH WHETHER SAID ASSESSMENT HAS BEEN PAID. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID.

ARTICLE SEVEN: TRANSFERS OF UNIMPROVED LOTS

7.1 DEVELOPER'S RIGHT OF FIRST REFUSAL. SO LONG AS 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.

7.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A BONA FIDE 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. IF DEVELOPER ELECTS TO EXERCISE 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 FOLLOWING 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 WITHIN THIRTY (30) DAYS AFTER THE DELIVERY OR MAKING 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 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.

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SAVINGS AND LOAN ASSOCIATION, SUCH AS TO THE ASSESSMENTS WHICH HAVE SUCH SUBORDINATION SHALL APPLY ONLY TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECREE OF FORECLOSURE, AND IN ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE OF SUCH MORTGAGE. NO SUCH SALE OR TRANSFER OR PROCEEDING 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 IS SUBORDINATE TO A MORTGAGE SHALL BE DISPOSITIVE OF ANY QUESTION OF SUBORDINATION.

6.7 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 THERE TO 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 THEREOF. 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 FORTH WHETHER SAID ASSESSMENT HAS BEEN PAID. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID.

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7.2 REQUIRED NOTICE TO DEVELOPER. ANY OWNER INTENDING TO MAKE A BONA FIDE 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. IF DEVELOPER ELECTS TO EXERCISE 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 FOLLOWING 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.

7.3 CERTIFICATE OF WAIVER. 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 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.

7.4 EXCEPTIONS. THIS SECTION SHALL NOT APPLY TO A TRANSFER TO OR SALE BY ANY BANK, LIFE INSURANCE COMPANY, FEDERAL 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 FROM 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 TRANSFER 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, FORECLOSURE SALE, JUDICIAL SALE OR TAX SALES.

7.5 UNAUTHORIZED TRANSACTION. ANY SALE OF A LOT, OR ANY INTEREST THEREIN, UPON WHICH A SINGLE-FAMILY RESIDENCE HAS NOT BEEN CONSTRUCTED, WITHOUT NOTICE TO DEVELOPER AND WAIVER OF DEVELOPER'S RIGHT OF FIRST REFUSAL AS AFORESAID, SHALL BE VOID.

ARTICLE EIGHT: GENERAL PROVISIONS.

8.1 DURATION OF COVENANTS AND RESTRICTIONS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DEVELOPER, THE ASSOCIATION 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 AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE THEN OWNERS OF TWO-THIRDS (2/3) OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE OR TERMINATE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.