

**CODE OF BY-LAWS OF**

**SUMMERFIELD PLACE**

**HOMEOWNERS'**

**ASSOCIATION. INC.**

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## **ARTICLE I**

### **Identification**

**Section 1.1 Name.** The name of the corporation is "Summerfield Place Homeowners' Association, Inc." (hereinafter referred to as "the Corporation"),

**Section 1.2 Principal Office and Resident Agent.** The post-office address of the principal office of the Corporation is 3008B East 56<sup>th</sup> St., Indianapolis, IN 46220; and the name of its Resident Agent in charge of such office is Jeff Uchino.

**Section 1.3 Fiscal Year.** The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

## **ARTICLE II**

### **Members**

**Section 2.1 Membership.** Every Owner, as defined in a certain declaration of covenants, conditions and restrictions of Summerfield Place ("Declaration") as recorded or to be recorded in the office of the Recorder of Johnson County, Indiana, and the members of the first Board of Directors of the Corporation as specified by its Articles of Incorporation or their successors as appointed under the Declaration shall be a member of the Corporation. Each Owner shall be entitled to one (1) vote for each Lot owned.

**Section 2.2 Place of Meeting.** All meetings of members of the Corporation shall be held at such place, within or without the State of Indiana, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

**Section 2.3 Annual Meetings.** The annual meetings of members shall be held on the second Thursday in March of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday.

**Section 2.4 Special Meetings.** Special meetings of members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting members, or for any other reasonable purpose. Any such special meeting shall be called by written notice, authorized by a majority of the Board, or by one-third (1/3) of the members, delivered not less than seven (7) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of meeting and the matters to be considered.

**Section 2.5 Notice of Meetings.** Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at the meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.6 Voting at Meetings.

(a) Voting Rights. There shall be one person with respect to each Lot; as such term is defined in the Declaration, who shall be entitled to vote at any meeting of the members. Such person shall be known as the "Voting Member." Such Voting Member may be the Owner or one of the group comprised of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. Developer, as such term is defined in the Declaration (or its nominee), may exercise the voting rights with respect to any Lot owned by it. During the Development Period, as such term is defined in the Declaration; all actions of the Corporation shall require the prior written approval of the Developer (or its nominee).

(b) Proxies. A Voting Member is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Corporation each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Director of the Corporation to be elected at such meeting.

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members constituting the representation of fifteen percent (15%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present. (Amended 5/28/2004)

Section 2.7 List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary of the Corporation shall prepare or cause to be prepared a complete list of the Voting Members of the Corporation entitled to vote at such meeting arranged in alphabetical order with the address of such Voting Members and shall be subject to inspection by a record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists or to vote at such meeting.

Section 2.8 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

## **ARTICLE III**

### **Directors**

**Section 3.1 Number and Term of Office.** The Board of Directors shall consist of nine (9) members, each of whom must be an Owner who maintains his principal residence on a Lot, or be an officer, director or employee of Developer. The Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. The Board shall be elected by the Voting Members at their annual meeting and shall hold office until the next ensuing annual meeting of the Voting Members or until their successors have been duly elected and qualified. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, and elect a successor at a meeting of the Voting Members called expressly for such purpose. (Amended 5/28/2004)

**Section 3.2 Vacancies.** Vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of Directors shall be filled by a majority vote of the remaining members of the Board, and each Director so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. Notice specifying any increase in the number of Directors and the name, address and principal occupation of and other pertinent information about any Director elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

**Section 3.3 Annual Meetings.** The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Voting Members.

**Section 3.4 Regular Meetings.** Regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be determined by the President or Board of Directors.

**Section 3.5 Special Meetings.** Special meetings of the Board of Directors may be called by the President or by the member of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail if mailed at least three (3) days before such meeting.

**Section 3.6 Waiver of Notice.** Any Director may waive notice of any meeting in writing. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting.

**Section 3.7 Quorum.** A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these By-Laws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 3.8 Action by Written Consent. Action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action, a written consent thereto is signed by all the members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.

Section 3.9 Initial Board of Directors. Notwithstanding anything in this Article III to the contrary, the first Board of Directors shall hold office until the earlier of his or her resignation, death, or removal by the Developer, or such time as provided in paragraph 2.F. of the Declaration. Any vacancy created by the resignation, death or removal of an initial Director shall be filled by appointment of those initial Directors remaining, after which the remaining Directors shall fill such vacancy.

## **ARTICLE IV**

### **Officers**

Section 4.1 Number of Officers. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. The President shall be chosen from among the Directors. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 4.2 Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 4.3 Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

4.4 President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies in behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration, the Articles of Incorporation and this Code of By-Laws.

Section 4.5 Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these By-Laws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 4.6 Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

## **ARTICLE V**

### **Books and Records**

Section 5.1 Books and Records, in General. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Development" as defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Development and Other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Corporation, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

## **ARTICLE VI**

### **Execution of Instruments**

Section 6.1 Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Corporation shall be signed or endorsed by such officer or officers, employee or employees of the Corporation as shall from time to time be designated by the Board of Directors.

Section 6.2 Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary.

## **ARTICLE VII**

### **Amendments and Definitions**

**Section 7.1 Amendments.** These By-Laws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that the By-Laws are to be amended, altered or repealed or if all members of the Board of Directors at the time are present at said meeting; provided, however, that the Department of Housing and Urban Development or the Department of Veterans Affairs shall have the right to veto amendments during the Development Period.

**Section 7.2 Definitions.** The terms used in these By-Laws shall have the same meaning as the same terms as defined and used in the Declaration.



**Appendix 1**

**Amendments to the Code of By-Laws for the Summerfield Place Home Owner's Association, INC.**

Amended 5/28/2004

**ARTICLE II**

**Members**

**Section 2. 6. Voting at Meetings.**

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members constituting the representation of a majority of fifteen percent (15%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present. (Amended 5/28/2004)

Amended 5/28/2004

**ARTICLE III**

**Directors**

Section 3. 1. Number and Term of Office. The Board of Directors shall consist of ~~three (3)~~ nine (9) members, each of whom must be an Owner who maintains his principal residence on a Lot, or be an officer, director or employee of Developer. The Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. The Board shall be elected by the Voting Members at their annual meeting and shall hold office until the next ensuing annual meeting of the Voting Members or until their successors have been duly elected and qualified. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, and elect a successor at a meeting of the Voting Members called expressly for such purpose. (Amended 5/28/2004)

Amended 6/3/2004

**ARTICLE I**

Section 1. 2. Principal Office and Resident Agent. The post-office address of the principal office of the Corporation is 3008B East 56<sup>th</sup> St., Indianapolis, IN 46220 ~~301 East Carmel Drive, Suite E-300, Carmel, Indiana 46032-2892~~; and the name of its Resident Agent in charge of such office is Jeff Ucchino ~~Mark W. Boyce~~.

Amended 12/4/2005

## **ARTICLE II**

### **Members**

Section 2.3 Annual Meetings. The annual meetings of members shall be held on the ~~third~~ *second* Thursday in March of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday.

Amended 12/4/2005

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SUMMERFIELD PLACE**

THIS DECLARATION, dated December 1998, is by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer").

**Recitals:**

- A. Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Summerfield Place, a single family housing development in Johnson County, Indiana (the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Johnson County, Indiana (the "Plats"),
- B. Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within The platted areas of The Development mutual and beneficial restrictions, covenants, conditions and charges contained herein contained and as set forth in The Plats (The "Declaration" or "Restrictions") under a general plan or scheme of improvement for The benefit and complement of the lots and lands in the Development and future owners thereof.

**Terms:**

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to The benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege to exclude any real estate from the Development, or to include additional real estate in The Development including real estate adjacent to the Development.

**1. Definitions.** The following are the definitions of the terms as they are used in this Declaration:

- A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or o other special assessments, as determined and levied pursuant to the provisions of paragraph 5 hereof.
- B. "Association" shall mean the Summerfield Place Homeowners' Association, Inc. an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.
- C. "Board" shall mean the Board of Directors of the Association.
- D. "Committee" shall mean the Development Control Committee, composed of three (3) members of the Association appointed by the Board. The members of the Committee shall serve for one (1) year terms, but are subject to removal by the Board at any time with or without cause. Any

vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary. Developer shall have the powers and authority of the Committee during the Development Period.

- E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, as defined herein, the shoreline area of the Lakes as shown on the Plats and any other areas so designated on the Plats.
- F. "Common Expenses" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.
- G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.
- H. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.
- I. "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall- have an easement for ingress and egress in common with the other adjacent owners to the public street across such area-Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cut-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owners contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, IC. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.
- J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.
- K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.
- L. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons (1) having such interest merely as security for the performance of an obligation, and (2) who have agreed to purchase a Lot from the Developer, but have not acquired title to such Lot

## **2. Organization and Duties of Association.**

- A. Organization of Association. *The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of*

Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

- B. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of and in the name, place, and stead of the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.
- C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 10 of this Declaration.
- D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such

notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

- E. Condemnation. Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common-Areas condemned, damaged, or destroyed, to *the* extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.
- F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development: provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion.
- G. Interim Advisory Committee. Until such time as Developer shall transfer control of *the* Association pursuant to paragraph 2.F. *hereof*, there shall exist an Interim Advisory Committee (the "Committee"), The Committee shall serve as a liaison between the Owners (other than *the* Developer) and the Association, and advise *the* Association from time to time during such period. The Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Committee shall serve without compensation. The Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.
- H. Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against *the* Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. In addition, neither *the* Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of *the* Real Estate.

### 3. Powers of Committee,

- A. In General. No dwelling, building structure, fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any Lot without the prior written approval of the Committee. Such

approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in *the* manner and form prescribed from time to time by *the* Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the Lot and *the* location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which *the* Committee may require. The Committee has the authority to approve or disapprove all fences based on material, color, height and placement. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a Lot by the Developer.

B. Power of Disapproval The Committee may refuse to grant permission to construct, place or make the requested improvement, when;

- (1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;
- (2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;
- (3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been received. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit, or similar permit, from the Permits Section of the Department of Metropolitan Development, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling shall be treated as

a single Lot for the purpose of determining the Assessment and for applying these Restrictions to said Lots. so long as such Lots remain improved with one single dwelling.

#### **4. Remedies.**

- A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of these Restrictions.
- B. Delays or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

#### **5. Covenants for Maintenance Assessments.**

- A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:
  - a. A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.
  - b. A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

- B. Liability for Assessment Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall



any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in tide unless such obligation **is** expressly assumed by such successor.

- C. **Pro-rata Share**. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, **as** provided in Paragraph 3F herein.
- D. **Basis of Annual Assessments**. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.
- E. **Basis of Special Assessments**. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year arc insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments **as** it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.
- F. **Fiscal Year Date of Commencement of Assessments: Due Dates**. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment **is** made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full **as** of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.
- G. **Duties of the Association**.
  - (i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a rosier setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives **as** promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or my installment thereof. In the event such notice-is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.
  - (ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such

requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

- (iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

**H. Non-payment of Assessments: Remedies of Association.**

- (i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in paragraph ii hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.
  - (ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.
- I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessments) due from each Owner for the next fiscal year(s).

**6. Effect of Becoming an Owner.** The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of

the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

**7. Control of the Lakes and Common Areas.**

- A. Control by the Board. The Board shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas.
- B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon *the* Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from **its** natural or improved existing state, without the prior written approval of the Board,

**8. Restrictions. Covenants and Regulations.**

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lakes or the Common Areas.
- (b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lakes or the Common Areas.
- (c) *All* Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Lakes and the Common Areas, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lakes and the Common Areas.
- (d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.
- (e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral pan of the storm water drainage system serving the Development, and arc intended,

to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice-skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and observance and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein the covenants and restrictions set forth in subparagraph A of this paragraph 8 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

. **9. Duration.** The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring on December 31, 2023, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods often (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 10 hereof.

#### **10. Amendment of Declaration.**

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

- (ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.
- (iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.
- (v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.
- (vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Johnson County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act

pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

**11. HUD/VA Approval.** During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

**12. Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Summerfield Place to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.

By: C.P. Morgan Investment Co., Inc.,

General Partner

By:

Mark W. Boyce, Vice President

**PLAT COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERFIELD PLACE**

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President as Owner of the within described real estate, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Summerfield Place, a subdivision in the City of Greenwood, Johnson County, Indiana.

**Public Streets;**

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

**Residential Uses:**

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the Zoning Ordinance of Greenwood, Indiana.

**Building Location:**

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

**Drainage, Utility and Sewer Easements:**

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this addition, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

**Drainage Easements:**

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for the use of Developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the nonexclusive use of the Association (as defined in the declaration), the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use of any such easement is created and reserved to go on any lot subject

to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

**Developers Right to Perform Certain Maintenance:**

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions. Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors' shall be liable for any damage, which may result from any maintenance work performed hereunder. Upon completion of the development period, the Association shall succeed to the rights of the Developer.

**Common Area:**

There are areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the development period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

**Sight Distance at Intersections:**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half (2.5) feet and eight (8) feet above the street 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 points twenty five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.



**Landscape Easement and Entry Features:**

There are Landscape Easements (L.E.) located on either side of the entrances. These areas are created and reserved for installation and maintenance of landscaping and entry features such as but not limited to permanent walls, signs, fences and landscaping material. These landscaped areas and features shall be maintained by the Association and are not the responsibility of the City of Greenwood, Indiana.

**Driveways:**

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall be the responsibility of the homeowner and conform with and be uniform to the surface provided at the time of original construction.

**Sidewalks:**

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

**Signs:**

~~No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of this subdivision. (Revised Developer 12/1999)~~

**SIGNS:**

No sign shall be displayed in public view on any lot except real estate signs advertising the property for sale or rent. (Revised Developer 12/1999)

**Mailboxes:**

The mailboxes that may be initially installed by the Developer may include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

**Animals:**

~~No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. (Revised Developer 12/1999)~~

**ANIMALS:**

Usual household pets are permitted but shall be kept reasonably confined so as not to become a nuisance. (Revised Developer 12/1999)

**Motor Vehicles and Trailers:**

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans of a size not larger than may be parked within the garage) shall be regularly parking on or adjacent to a lot. Also, no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

**Trash and Waste:**

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in-sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

**Storage Tanks:**

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

**Water and Sewage:**

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

**Antennas:**

~~No antenna in this subdivision shall exceed five (5) feet above a roof peak. (Revised Developer 12/1999)~~

**ANTENNAS:**

No antennas shall be allowed to extend higher than five (5) feet above the roof line on the exterior of homes in the community. (Revised Developer 12/1999)

**Satellite Dishes:**

~~No satellite dishes shall be installed or permitted in this subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee. (Revised Developer 12/1999)~~

**SATELLITE DISHES:**

No satellite dishes shall be installed or permitted in the community except those with a diameter of 36 inches or less. (Revised Developer 12/1999)

**Gutters and Downspouts:**

All gutters and downspouts in this subdivision shall be painted or of a colored material other than

gray galvanized.

**Awnings:**

~~No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision. (Revised Developer 12/1999)~~

**AWNINGS AND PATIO COVERS:**

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the community. (Revised Developer 12/1999)

**Swimming Pools:**

~~No above ground swimming pools shall be permitted in this subdivision. (Revised Developer 12/1999)~~

**SWIMMING POOLS:**

~~No above ground swimming pools shall be permitted. (Revised Developer 12/1999) (Amended 8/2002)~~

Requirements for above ground pools:

Article 1. All pools must be approved in writing by the Architectural Control Committee ACC, in the normal due course of regularly scheduled meetings as set out in the original petition for change to the covenants and restrictions prior to the commencement of any construction activities.

Article 2. If for any reason a homeowner commences construction on a pool prior to obtaining written approval from the ACC, the ACC shall have the right to refuse to grant approval of said pool, even if said homeowner subsequently files the required petition for change to their home.

Article 3. The ACC shall have the right to require any homeowner found in violation of Article 2 above to immediately cease construction and remove said pool and applicable appurtenances from their property. Said homeowner shall then have 30 days in which to remove said pool and appurtenances and to restore said ground to its original condition existing prior to the commencement of construction.

Article 4. The ACC reserves the right to amend or revise all regulations contained herein. However, previously approved and constructed pools shall be grand fathered in and excluded from future revisions or amendments (This exclusion does not apply to future changes or revisions to a previously approved pool).

Therefore, all restrictions and conditions placed upon the first such pool application, on Lot 7 are hereby incorporated into the rules and regulations governing the approval and placement of above ground pools as follows:

1. Pool must be completely enclosed by decking and railing. No portion of the pool itself may be visible from an adjoining lot, property or common area.

2. Pool must be kept and maintained in a professional manner.
3. Pool must be completely enclosed by locked fencing at all times.
4. Lot must measure greater than six thousand (6000) square feet per Greenwood City Ordinance.

The Architectural Control Committee of the Summerfield Place Homeowner's Association reserves the right to revoke this approval for non-compliance with any item or items listed above. (Amended 8/2002)

**~~Solar Heat Panels:~~**

~~No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets. (Revised Developer 12/1999)~~

**SOLAR HEAT PANELS:**

No solar heat panels shall be permitted on the roofs of any structures in the subdivision and any solar heat panels must be concealed from the view of neighboring lots and the streets. (Revised Developer 12/1999)

**~~Detached Storage Sheds and Mini-Barns:~~**

~~No detached storage sheds or mini-barns shall be installed or permitted in this subdivision. (Revised Developer 12/1999)~~

**OUTBUILDINGS:**

No trailers, shacks, outhouses, ~~detached storage or tool sheds~~ of any kind shall be erected or situated on any lot in the community. This standard is enforced by the Development Control Committee and is also a zoning restriction enforced by the City of Greenwood. (Revised Developer 12/1999), (Amended 9/2001)

1. One outbuilding per lot ~~No~~ no larger than 10 feet by 12 feet ~~in size~~ (one hundred twenty square feet) in floor area or ten (10) feet in height.
2. Color to match your home using paint or vinyl siding..
3. Home Owner to acquire all necessary permits ~~own permit~~ from the city of Greenwood or other Governmental approval.
4. Must be submitted through the Architectural Control Committee (ACC). (Adopted 9/2001)
5. Outbuildings must be of wood construction.
6. Lot must measure greater than six thousand (6000) square feet.
7. Minimum setback from: House five (5) feet, Side of property five (5) feet, Rear of property

five (5) feet

8. Outbuilding is not permitted in the front yard or side yard as defined from rear of home.  
(Amended 9/2002)

**Modular Homes:**

Modular homes shall not be permitted in this subdivision.

**Street Access:**

All lots shall be accessed from the interior streets of this subdivision. There shall be no direct driveway access to County Road 750 North (Worthville Road) and County Road 75 West.

**Drainage Swales:**

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if no action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

**Nonexclusive Easement:**

Whenever a building is constructed so as to be substantially contiguous with a side lot line, then to the extent necessary, the owner of such lot is hereby granted a three (3) foot access easement upon the adjoining lot for maintenance and the encroachment by walls, eaves, roof overhang, gutters and the like. Said nonexclusive easement is hereby granted, as necessary or appropriate, for underground utility lines and utility services within said three (3) foot easement and said nonexclusive easement shall run in favor of the owners of said lots and to all public, private and municipal utility companies (including cable television and the like); provided, there shall be maintained a minimum distance between buildings often (10) feet, and a minimum distance between buildings backing up to each other of twenty (20) feet. Said nonexclusive easement is also hereby granted to the builder of such lot for the purpose of home construction or reconstruction. It shall be the builder's responsibility to replace or repair in kind to the adjoining lot those improvements disturbed by said construction.

**Fencing:**

~~No fence shall be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except~~

~~those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee. (Revised Developer 12/1999)~~

All fencing is subject to the review and prior approval of the Architectural Control Committee of the Homeowners Association. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided, however, that in the discretion of the Committee, the portion of such fence closest to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development control Committee. The Developer encourages homeowners to wait until the "final grade" has been established before installing any fencing or landscaping improvements.

Fences on lots adjacent to perimeter streets shall be of consistent material and style, shall not exceed 42" in height and be within 20 feet from the public right of way. Lots 3 through 9 and 50 through 65 are restricted from installing fencing within the pipeline easement. (Revised Developer 12/1999)

1. All fencing shall without exception be constructed with galvanized / rust-free nails or screws.
2. Prefabricated fencing panels such as the type that can be purchased (e.g. Lowes, Menards or other home supply stores) are strictly prohibited.
3. All wood fencing must be stained in appropriate fashion within 30 days of its completion. (Adopted 8/2002)
4. In lieu of a Boundary survey, the lot owner requesting a fence may submit a signed letter of approval from each adjoining lot owner. (Adopted 9/2002)

#### **CITY PARK:**

There is a City park planned directly east of Summerfield Place. At this time, there is no definite schedule as to when the park will be opened or what amenities the park will have. (Revised Developer 12/1999)

#### **PIPELINE:**

There is a pipeline located along the rear of Lots 3 through 9 and Lots 50 through 65. This pipeline is owned and operated by BP Oil Pipeline and is located within a 50 foot wide easement. No portion of the easement will fall within the proposed building area of the lots. No fencing, landscaping or other improvements are allowed within this easement area without the expressed written approval from BP Oil Pipeline and are the homeowner's responsibility. (Revised 12/1999)

**Enforcement:**

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions, provided, however, that neither the Developer nor the Association shall be liable for damages or any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Greenwood Plan Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Greenwood Plan Commission; provided further that nothing herein shall be constructed to prevent the Greenwood Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Greenwood Plan Commission.

**Term:**

The within covenants, limitations and restrictions arc to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period often (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_,

C.P. Morgan Investment Co., Inc., General Partner

\_\_\_\_\_

Mark W. Boyce, Vice President

STATE OF INDIANA )

) SS:

COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ My County of Residence: \_\_\_\_\_

This Instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President

EXHIBIT "A"

LEGAL DESCRIPTION

A part of the East Half of the Southwest Quarter of Section 8, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, more particularly described as follows:

BEGINNING at the Northwest corner of said Half-Quarter Section; thence North 87 degrees 40 minutes 59 seconds East on and along the North line of said Half-Quarter Section a distance of 1034.49 feet; thence South 02 degrees 19 minutes 01 second East a distance of 50.00 feet; thence South 06 degrees 01 minute 29 seconds East a distance of 169.38 feet; thence South 76 degrees 35 minutes 03 seconds West a distance of 157.65 feet; thence South 13 degrees 53 minutes 45 seconds West a distance of 188.13 feet;

thence South 76 degrees 06 minutes 15 seconds East a distance of 13.86 feet to the Point of Curvature of a curve to the right having a radius of 125.00 feet; thence on and along the arc of said curve a distance of 21.77 feet, said arc being subtended by a chord having bearing of South 71 degrees 06 minutes 55 seconds East and a chord distance of 21.74 feet; thence South 29 degrees 34 minutes 01 second West a distance of 150.01 feet;

thence South 06 degrees 01 minute 29 seconds East a distance of 254.56 feet; thence South 88 degrees 22 minutes 01 second West a distance of 21.19 feet; thence South 01 degree 37 minutes 59 seconds East a distance of 150.00 feet; thence South 88 degrees 22 minutes 01 second West a distance of 8.89 feet; thence South 01 degree 37 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 22 minutes 01 second West a distance of 440.08 feet; thence South 84 degrees 42 minutes 19 seconds West a distance of 78.29 feet; thence North 00 degrees 02 minutes 41 seconds West a distance of 529.34 feet; thence North 13 degrees 24 minutes 57 seconds West a distance of 50.00 feet; thence North 76 degrees 35 minutes 03 seconds East a distance of 4.45 feet; thence North 13 degrees 24 minutes 57 seconds West a distance of 120.00 feet; thence South 76 degrees 35 minutes 03 seconds West a distance of 236.42 feet to a point on the East right-of-way line of County Road 75 West; thence South 00 degrees 02 minutes 41 seconds East on and along said East right-of-way line a distance of 913.53 feet; thence South 88 degrees 22 minutes 01 second West a distance of 35.01 feet to a point on the West line of the East Half of the Southwest Quarter of said Section 8; thence North 00 degrees 02 minutes 41 seconds West on and along said West line a distance of 1333.96 feet to the Point of Beginning containing 17.939 acres more or less.

Subject to all legal rights-of-way, easements and restrictions of record.



# Summerfield Place Homeowner's Association, Architectural Control Committee, Homeowner Request for Change



1. Name \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 Lot # \_\_\_\_\_  
 Email Address: \_\_\_\_\_

2. Describe the proposed change, **limit one** project per request (i.e. fence, mini barn, etc.):

3. Will there be changes or modifications in basic utility services or existing structures to accommodate the proposed change? Please indicate.

Electric	_____	Yes/ No
Telephone	_____	
Gas	_____	
Water	_____	
Sewage	_____	
TV Cable	_____	
Exterior Walls	_____	Yes / No
Patio Fencing	_____	
Patio Slab	_____	
Sidewalks	_____	
Pavements	_____	
Other	_____	

4. List the major construction materials, which will be used in this project. Be as specific as possible. (Exterior materials must conform to those used on the original building or be sufficiently compatible).

5. Will the proposed project extend beyond your property line or limited common area?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide the name and address of the affected property title holder(s), and an affidavit of agreement.

Name \_\_\_\_\_  
 Address \_\_\_\_\_

6. Would any part of the proposed improvement extend into any:  
 Common Area, Utility, Drainage or Sewer Easement, Landscape Easement, Landscape Preservation Easement or Lake Easement shown on the plot plan of your lot? Yes \_\_\_\_\_ No \_\_\_\_\_

Return the completed request for change and supporting information to Architectural Chairman Jeff Blanford, PO BOX 923 Greenwood, Indiana 46142.

Homeowner Signature \_\_\_\_\_ Date: \_\_\_\_\_

I hereby acknowledge that I have read and understand the Declaration of Covenants, Conditions and Restrictions, and the Plat Covenants, Conditions, and Restrictions for Summerfield Place. I understand that application for a project does not mean approval for a project will be granted. I understand that if construction on the project is started before the Architectural Control Committee approves the project described; the Architectural Control Committee will require all construction on the project to cease and may require the project to be taken down and removed. I will complete the project in the time requested. All projects approved by the Architectural Control Committee are valid for one year from the date of approval. I will take a copy of the signed approval to the Greenwood Permits Department and send a copy of the Permit to the Architectural Control Committee. All submitted materials shall remain the property of the Association. You may wish to make a copy for your personal records.

CALL BEFORE DIGGING: to locate any underground utilities call, Indiana Underground Plant Protection Services at 1-800-382-5544.

\*\*\*\*\*

NOTE: THE COMMITTEE SHALL APPROVE OR DISAPPROVE PROPOSED IMPROVEMENTS WITHIN THIRTY (30) DAYS AFTER ALL REQUIRED INFORMATION SHALL HAVE BEEN RECEIVED. A PLOT PLAN INDICATING THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENT, AND DISTANCES FROM PROPERTY LINES, AND EASEMENTS MUST BE INCLUDED WITH ANY ARCHITECTURAL CHANGE REQUEST. THIS REQUEST FORM WILL BE RETURNED TO YOU WITHOUT APPROVAL IF A VALID PLOT PLAN IS NOT INCLUDED.

- 8.) Attach all supporting information for the proposed project:
  - A.) Plot plan indicating the location and dimension of the project, the project's distance from property lines, and locations / dimensions of easements.
  - B.) Blueprints or working drawings indicating all necessary dimensions and elevations.
  - C.) Color swatches/chips of the paint(s) and/or stain(s) to be used.
  - D.) If available, a photograph or drawing of a similar completed project.
  - E.) If necessary the affidavit(s) of agreement to extend the project to the property line or no build easement.

C.) List all building permit(s) required \_\_\_\_\_

B.) Specify the time needed to complete this project, subsequent to the committee approval. Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_ (The project must be completed in the time requested.)

Contractor(s) Name: \_\_\_\_\_ Both \_\_\_\_\_

7. Project Schedule: A.) The project will be done by: \_\_\_\_\_ Homeowner \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

If yes, please provide the name and address of the affected property title holder(s), and an affidavit of agreement.

Will the project extend into the No Build Easement? Yes \_\_\_\_\_ No \_\_\_\_\_. (Fences are the only construction that can extend into a No Build Easement.)

NOTICE OF AGREEMENT

that on \_\_\_\_\_, 20\_\_\_\_, OWNER is requesting a construction improvement to extend to the Property Line shared by the OWNER and \_\_\_\_\_ referred to as AFFECTED TITLE HOLDER, to the following described properties located in **Johnson** county, State of **Indiana**;

OWNER'S address:

\_\_\_\_\_  
Description of improvements:

\_\_\_\_\_  
AFFECTED TITLE HOLDER'S address:

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Affected Title Holder Printed Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Affected Title Holder Signature

\_\_\_\_\_  
Witness my signature and Notarial Seal this \_\_\_\_\_ day

\_\_\_\_\_  
NOTARY PUBLIC:

\_\_\_\_\_  
My commission expires:

\_\_\_\_\_  
My county of residence:

NOTICE OF AGREEMENT

that on \_\_\_\_\_, 20\_\_\_\_, OWNER is requesting a construction improvement to extend into the **No Build Easement** shared by the OWNER and \_\_\_\_\_, referred to as AFFECTED TITLE HOLDER, to the following described properties located in **Johnson** county, State of **Indiana**;

OWNER'S address:

Description of improvements:

Location of OWNER'S No Build Easement:

AFFECTED TITLE HOLDER'S address:

Owner Printed Name \_\_\_\_\_  
AFFECTED Title Holder Printed Name \_\_\_\_\_

Owner Signature \_\_\_\_\_  
AFFECTED Title Holder Signature \_\_\_\_\_

Witness my signature and Notarial Seal this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_,

NOTARY PUBLIC:

My commission expires: \_\_\_\_\_

My county of residence: \_\_\_\_\_