

PH 1 Sub 242

9225788

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE VILLAGES AT PEBBLE BROOK

THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration") made this 7th day of July, 1992, by THE VILLAGES AT PEBBLEBROOK, L.P. (hereinafter called "Declarant"),

WITNESSETH:

This Instrument Recorded 7-8 1992
Sharon K. Cherry, Recorder, Hamilton County, Indiana

WHEREAS, Declarant is the owner of the real estate in Hamilton County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant may hereafter become the owner of the real estate more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Additional Real Estate"); and

WHEREAS, Declarant is in the process of creating on the Real Estate a residential community with public streets, common facilities and landscaped areas, for the benefit of such residential community, a part to be known as THE VILLAGES AT PEBBLE BROOK - MEDINAH VILLAGE; a part to be known as THE VILLAGES AT PEBBLE BROOK - AUGUSTA VILLAGE; a part to be known as THE VILLAGES AT PEBBLE BROOK - HERITAGE VILLAGE; and a part to be known as PALMER WOODS; and

WHEREAS, Declarant desires to subdivide and develop the Real Estate (and may in the future desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided) as generally shown on a Secondary Plat or Plats, hereinafter intended to be recorded by Declarant, by designating certain parts of the Property as Utility Easement (UE) (as hereinafter defined); by designating certain parts of the Property as Utility and Drainage Easement (U & DE) (as hereinafter defined); by designating certain parts of the Property as Landscape Easement (LSE) (as hereinafter defined); by designating certain parts of the Property as Drainage Easement (DE) (as hereinafter defined); by designating certain parts of the Property as Common Area (CA) (as hereinafter defined); by designating certain part of the Property as Restricted Common Area (RCA) (as hereinafter defined); by designating certain parts of the Property as Public Streets (PS) (as hereinafter defined); and by designating certain other parts of the Property as Lots; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities (if any) therein contained, and to this end, Declarant desires to subject the Real Estate and each owner of all or part thereof to the terms of this Declaration, as hereinafter provided; and

INSTR. # 9225788

Plat 1 - Book 243

9225790

PLAT COVENANTS AND RESTRICTIONS
OF
SECTION II
OF THE VILLAGES AT PEBBLE BROOK

This Instrument Recorded 7-8 1992
Sharon K. Cherry, Recorder, Hamilton County, Indiana

The undersigned, The Villages at Pebblebrook, L.P. (the "Developer"), is the owner of the real estate more particularly described in Exhibit "A" attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the plat of Section II of The Villages at Pebble Brook as hereafter recorded in the Office of the Recorder of Hamilton County, Indiana (the "Plat") and desires to subject the Real Estate to these Plat Covenants and Restrictions. The subdivision created by the Plat shall be known and designated as Section II of The Villages at Pebble Brook (the "Subdivision"). In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions dated the 7th day of July, 1992, and recorded on the 8th day of July, 1992, as Instrument Number 9225788 in the office of the Recorder of Hamilton County, Indiana; as the same may be amended or supplemented from time to time as therein proved (the "Declaration"), and to the rights, powers, duties and obligations of The Villages at Pebblebrook Homeowners Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. There are areas of ground on the plat marked "Utility Easement" (UE), "Sewer Easement" (SE), and "Drainage Easement" (DE), either separately or in combination. The Utility Easement is hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easement is hereby created and reserved: (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) 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 use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system; provided, however, that 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 Utility Easement, Drainage Easement and Sewer Easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use and 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 it by this paragraph 1. No permanent structures shall be erected or maintained upon said easements. The Sewer Easement is hereby created and reserved (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a sanitary sewer system and (ii) for the use of the Association and any governmental agency for the installation and access to and maintenance, repair and replacement of such sanitary sewer system. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easement, Drainage Easement and Sewer Easement herein created and reserved.

