DECLARATION OF COVERANTS AND RESTRICTIONS 13ADERS HOLLOW

Staders Hollow Development, LTD, by David R. Helm, Partner, of Marion County, in the State of Indiana, being the owners of record of all of the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. For the purpose of (1) establishing minimum etendards pertaining to the development, was, and maintenance of the within described real estate and (11) insuring stability of land and improvement values in Traders Mullow, said owners declare that the standards, covenants and testifictions contained in this Declaration shall be imposed on, apply to, and run with the within described real setate and shall insure to real estate. the benefit of and be a charge upon the owners and occupants of such The undersigned, John Flabeck, Daniel J. Hasier, Kathy M. Hasier, and

subdivision in Pike Township, Marion County, in the State of Indiana. The within plat shall be known and designated as TRADEES HOLLOW

for traders Hollows The following standards, covenants and restrictions are established

number of houses in Traders Hollow than the number of original lots shown on the Plat. We structure of any kind shall be used for the purpose of carrying on a business, trade, or profession, nor shall anything be done there on which shall be or become a muisance to the residential for subdivided such that there will be thereby no greater i. Land the. Lots may be used only for residential full only one (i) single family dwelling, a private derage and other such outbuildings usual and incidental to the use of a netighttorhood.

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nesetheda. purpose of carrying on a business, trade, or profession, nor shall anything be done there on which shall be or become a muisance to the number of houses in Traders Hollow than the number of original long above on the Plat. We attracture of any kind shall be used for the

I building control. Prior to construct on of any atructure upon a lot, the building plans therefor, including plans, site storm distrays and grading plan, specifications, plan for landacaping, and any other data or information which may be requested, must be submitted to the Architectural Committee and be delivered to the parson or parsons requesting such approval.

proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whather the building and property set-back lines are in conformity with applicable plan conforms to the owneall project and for drainage plan distinguished between the conformity with applicable plan conforms to the owneall project and for drainage plan as specified in the approved final construction plans for Traders The Fightestural Committee is authorized to determine whether the

or disapproval of plane submitted for its review within a period of fifteen 1151 days after submission of all requested data, the the Architectural Countries does not indicate in writing its approval No charge will be made to any purchaser of a lot for examination of Architectural Committee is deemed to have approved such plans.

than Elftson (15) feet to any alde yard line or nearer than twenty erected between the building line shown on the Plat and the front lot

shown on the Flat, is hereby established for each lot and no grade (20) feet to any rear lot line. A minimum grade line elevation, line can be constructed lower than said minimum without the written

drainage with both on lot and overall project drainage plane shall be governmental authority. Demonstration of adequate storm water consent of the Architectural Committee and any applicable shown on the Flat, is hereby established for each lot and no grade a prime requisite of alternative grade line elevations. line can be constructed lower than said minimum without the written

(c) Utility Easements (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of Mains, ducts, poles, lines, and wires, as well as for all uses specified in the case of sever reserved. No structure, including fences, shall be built on any drainage, sever, or utility essenant. · 第3130444 storm or sanitary waste disposal systems to serve Traders Hollow and created for the use of the appropriate authority providing either owners of all lots in Traders Rollow. (b) Sever Essements (SR) are Developer. Said eastments are for the sutual use and benefit of the blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the vaterflow. Said areas are subject to construction or reconstruction Drainage eatements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and reasonable ingress and egress for the exercise of other rights the adjacent areas for the purpose of installation and maintenance of any governmental authority having jurisdiction over drainage or by to any extent necessary to obtain adequate drainage at any time by adjoining ground and/or public drainage systems; and it shall be the shown on the Plat, which are examents, olther separately or in combination of the three (3) as sewers that are a part of said system. actoms his own lat. Under no circumstances shall such easement be individual responsibility of each land owner to maintain the drainage public utility companies and governmental agencies as follows: Lots are subject to drainage expensits, sever essemints and utility Easements for Brainage, Sewage, Utilities and Access. All such easements mentioned herein include the right of reserved for the use of the lat owners.

reserved. No structure, including fences, shall be built on any drainage, sever, or utility essement. installation and maintenance of Mains, ducts, poles, lines, and wires, as well as for all uses specified in the case of sever casemonts mentioned begain include the right of ingress and egrees for the exercise of other rights

- shall at all times maintain the Lor and any improvements situated becoming unsightly, unsafe, and specifically, such Owner shall; thereon in such a manner as to prevent the Lot of improvements from (A) Now the Lot. at such times as may be reasonably required order to prevent the unsightly growth of vegetation and nortous
- (B) Remove all debtie or subbish;
- Prevent the existence of any other condition that resummably tends to detrait from or diminish the seathetic appearance of 经合作 医日本化 阿里代表计学人
- (D) Cut down and temper dead trees;
- Where applicable, prevent debris and foreign material from entering distance areas
- Reep the exterior of all improvements in such a state of repair or maintenance as to swold their becoming unsightly; and
- Mogularly treat or cause to be treated, the laws areas against wood and insect infestation.
- clear. and sanitary committion and performing or causing condition the opiliways and circulating ayatems. performed the repairs necessary to maintain in good and operable area, including but not limited to maintaining the lake in a clean, the cost of repairing and maintaining the lake, as part of the common

- obligation, by and through its agents and amployees of contractors, to enter upon said Lot and repair, sow, 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 and such land owner shall have a lien against mald real estate for the expense thereof. Weither the Declarant, nor any of its agents, suployees, or contractors, shall be liable for any damage which may 7. Developer's Right to Ferform Certain Maintebance. In the that any Owner of a Lot shall fall to maintain his Lot and any improvements situated thereon in accordance with the provisions these Mestrictions, Developer shall have the right, but not the result from any maintenance work performed hersunder. Restrictions. The cost thereof shall be an expense of the Lot owner, 10548 £
- heraby dedicated to the public. All streets and alleys shown and not betetofore dedicated are
- shrub planting which obstructs sight lines at elevations between 2 and 6 fest above the street, shall be placed or permitted to remain on any corner in within the triangular area formed by the street property lines and a line connecting points 25 fest from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the extent lines extended. The same sight line limitations shall apply to any lot within 10 fast from the intersection of a street line with the edge of a driveway, pavement or alley it. "" treet shall be permitted to remain within plat between which lines and the property lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or Front and side building lines are established as shown on this rtion unless the tollage live is to present obstruction of such eight
- covenants ::

.comission, its successors and , or authority, to enforce any s. or other limitations contained

Manage Orders

ntion unless the follage like is

enforcing any provisions of the calcivision control ordinance, 58-AOthe wiet Committee.), as amended, or one consistent entended to approval of this plat by De l'appoint Comme COVERTER assigna, to in this ; ...d further, that nothing herein shall shants, counitments, restrictions, a, or other limitations contained or authority, to enforce any -completion, its successors and

It. We won to thell be expensive enter Larayatta Road by a means

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Exactorly extension of said stiget. Hollow Lane is a temperary commenced to be reserved upon future

ARCHITECTURAL QUIDELINES

to an existing building must have the prior written approval of the Architectural Committee before any work is undertaken. The Daveloper has established the following guidelines for specific types of construction and improvements. Any addition, exterior siteration or change to an existing building shall be compatible with the design character of the original building. Any new detached etructures shall be compatible with the extering structure. addition to an extering building or an exterior alteration or change As noted president, any personal or improvement or any

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construction and improvements. Any addition, exterior elteration or change to an existing building shall be compatible with the design character of the original building. Any new detached atructures to an existing building must have the prior written approval of the Architectural Committee before any work is undertaken. The Developer whall be compatible with the exteting structure. has established the following gradelines for specific types of addition to an extering building or an exterior alteration or change As noted prestously, any tere bulleding or improvement or any

Architectural character of the community. 1. FENCES, VALUE, AND SCREENING, It is the goal of the Doveloper to keep all fencing or accepting as hatmonious as possible with the

consideration by the Developer when reviewing fences for approval. Fences shall not be mearer to the front of a home than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure. view of other amonities from adjoining proporties will be taken into necessary aight lines for vehicular traffic. Undue obstruction of

professionally installed fences will be inspected by the developer after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or across will be submitted to Architectural Committee for approval. The Devaloper discourages fencing of the entire back yard due to the effect that this funcing may have on the feeling of spacioushess desired by other property owners. Fences . Do privately installed but must be constructed to professional levels of quality. a. Height restriction. The Developer is of the opinion that the Tap-

environmental integrity of the compunity will be materially

withheld until successful completion of this final review. All fences or across will be submitted to Architectural Committee for approval.

a. Height restriction. The Developer is of the opinion that the proxessional quality and that approval of the fence shall be deemed

proliferation of fences of expossive beight. environmental integrity of the community will be materially lessoned if the open nature of the community is designed by the

A major exterial roadway or other clearly unique circumstances exist. The use of six (6) foot febces around small patto areas of a backyard of a bone in order to secure privacy for the immediate patto area will be parmitted. The specific fence beight restrictions are as The Architectural Committee, therefore, may approve rear perimeter fances up to four (4) fact in height which otherwise meet these guidelines. The Architectural Committee will give consideration, to tollows: variance in this height limit where the sear line of the lot shuts

(1) Froperty fencing and walls above grade shall not exceed four Architectural committee. (4) feet above grade unless otherwise approved by the

2 rear line of that Lot abuts a pajor exterial roadway or offers some other circumstances clearly unique to that lot. Fatio screens/privacy fences shall not exceed six (6) feet in The Architectural Committee will not ordinarily approve proposed fence which exceeds four (4) feet in height unless the

provided berein. beight, except for pools and other recreational fences as

b. Materials and Finish.

(1) Wood fencing or screening will be allowed if the design in conformity with the architectural design of the community. Ħ

The installation of a chain link or other galvanised metal fencing will not be permitted unless it is winyl coated or cowered with similar coated material.

2 All fencing or acreening about preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side or edjoining property.

manonry or attractive timber. Walls above grade should be constructed of natural stone

will be permitted. The specific fence beight restrictions are as

(1) Property fencing and walls above grade shall not exceed four (4) feet above grade unless otherwise approved by the

Architectural Committee.

[2] The Architectural Committee will not ordinarily approve proposed Zence which exceeds four (4) feet in height unless the rear line of that Lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.

Patio screens/privacy fences shall not exceed six (6) feet in

beight, except for pools and other recreational fences as

provided berein.

b. Waterlals and Finish.

(1) Wood fending or screening will be allowed if the design in denformity with the architectural design of the community.
(3) The installation of a chain link or other galvanised metal

fencing will not be permitted unless it is winyl coated or covered with similar coated material.

2 All fencing or screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side or edjoining property.

Walls above grade should be constructed of natural stone manonry or attractive timber.

2. Size of Designar The ground floor area of the main atructure, shall be not less than 2400 square feet in the case of a one story structure, nor less than 1500 square feet in the case of a sultiple story structure, provided no atructure of sore than one story shall have less than an aggregate of 1800 square feet of finished and liveable floor area. The equare footage of a residence as referred to on such plat whall not include parches, terraces, garages,

value of \$250.000.00 including lot. Any question of value will be determined by actual contract price and/or an average of two (2) \$28./Wax Appraisals, one (1) selected by the builder/owner and one (1) by the Architectural Committee. carports, accessory buildings, or the development can be noticeably Tra manain 12 in . No two {2} houses in

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- 1 garage apron. with the abutting mirrest of road to a point of connection with pituations, and of the sees architectural design and materials as the boune. All driveways must be payed from their point of connection et least a two (2) car garage, attached or detached, in unusual
- Exterior Construction.
 The finished exterior of every building constructed or pisc on any Lot shall be of material other than aluminum siding, rollbrick siding or any other similar artificial material. of bomes and improvements are, generally, to be subdued, sarthen tones of white and compatible with other etructures in Vinyl miding may be allowed as an exception to arrive at a perticular design home, but must have special approval. O exterior, the immediate area. veneer and roof material will be submitted Deform application of material, all or placed Palota
- approved. All chimneys and flues must be of masonry construction.
- design approved. rear or end, or in the case of ell plan, the inside will be scceptable. Any all or front facing doors will have to have door wed. A redwood door or similar quality will be required. Every effort possible will be made to put on
- installed on front of house. No beat pumps, air conditioning units, or gas meters will be

- 5. Garage Pocks. Every effort possible will be made to put on rear or end, or in the case of ell plan, the inside will be acceptable. Any ell or front facing doors will have to have door design approved. A redwood door or similar quality will be required.
- No best pumps, air conditioning units, or gas maters will be installed on front of bouse.
- If storm doors or windows are installed they must be painted.
 Wo unfinished aluminum storm windows or doors will be allowed.
- All gutters and down spouts other than copper, will be painted.
- All roof and fireplace flashing other than copper, will be
- 10. All metal roof or range wants will be painted to bland with roof color. Every effort should be made to locate such wents to the rear of the house.
- II. <u>Flymbing.</u> All plumbing vent stacks to be in rear of house. Sump pump lines shall be connected to the underground laterals or storm severs as provided in the plat.
- 12. Street cheaning, builder or Buyer to finish cleaning in front of his bouse upon completion and rough clean the atreet periodically during construction.
- type, color, and manufacture approved by the Developer. Such mailboxes shall be installed by the builder upon posts approved as to type, size, and location by the Developer. 13. Mailboxes. All mailboxes installed at the street to service into in Traders Hollow shall be uniform and shall be of a
- 14. Landscaping. To be furnished with house and completed before closing. Each home shall include a minimum of \$1000.00 worth of plantings and landscape. This allowance includes labor and inclusive of sod. All work on the minimum landscape requirement above shall be completed brior to the closing or an an anather analytical.

type, color, and manufacture approved by the Developer. Such sailbuses shall be installed by the builder upon posts approved as to type, size, and location by the Developer.

- 14. <u>Landsciping.</u> To be furnished with house and completed before closing. Each home shall include a minimum of \$1000.00 worth of plantings and landscape. This allowance includes labor and inclusive and cannot be moved. Trees, hedges, and shrubs which restrict visual lines for webicular traffic shall be out back or randwad. These shall be not back or randwad. These shall be not back or randwad. These shall be not back of 6" or more unless rowed by Architectural Committee. Special landscaping beyond that of god. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 10th of the following apring. Sines and normally associated with mingle family residence must be approved by hardwood trees of landscape value shall not be destroyed but shall be moved to other areas of the lot, unless they exceed 6" in disseter Architectural Committee prior to installation.
- properties. All fencing shall conform to county or municipal requistions and shall be of harmonious design. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties. 15. Evimning Fools. Only permanent in ground pools with professional construction will be permitted. All backyard pools should be origined to minimize the potential effect on neighboring
- permitted, providing that all funcing shall be vinyl coated variety and that all views of adjacent properties in Traders Hollow be screened by pines of at least 6° in beight. All lighting must be of 16. Tennis Courts, Recoverball Courts, Paddle Ball Courts, etc., Tennis courts, racquatball courts paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be Tradors Mollow. beffled variety so as to minimise the effect on other properties in
- 17. Play Equipment. Children's play equipment such as candonses awing and slide sets, temporary evimming pools having a depth less than 14 inches, playhouses and tents shall not require approval by Children's play equipment such as sandboxes,

Tradors Hollow. mentioned agreement and the constitution of the fraction of the formal mention and

- 17. Play Equipment. Children's play equipment such as sandboxer, swing and slide sees, temporary evimning pools having a depth less than 24 inches, playbouses and tents shall not require approval by the beveloper provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Architectural Committee.
- 18. Solar Heating Systems. The Architectural Committee will carefully review solar heating plans to insure that their use and variety must be used. Geothermal heat systems are acceptable however, the closed loop location have a minimum detrimental effect on adjoining proporties.
- owners shall keep garage doors closed at all times except during the times of actual use of the garage facility. 19. Miggellaneour, All exterior lighting shall be directed in such manner as not to create annoyance to adjacent proporties. Lot
- any defects in any work done according herato. Further, neither the Developer or Architectural Committee make, and shall not be deemed by virtue of any action of approval or disapproval taken by either to have made, any representation or warranty as to the suitability or advisability or the design, the engineering, the method of construction involved, or the materials to be used. 20. <u>Liability.</u> Weither the Developer, Architectural Committee nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for
- 21. <u>Introction.</u> The Architectural Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

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MACHINE REPORT OF TAXABLE

-). In General. We nextous or effensive activities shall be carried on any fait tots that shall on the carried enother Lot. become or be an unreasonable annoyance or nulsance to any Owner of
- Yehicle Parking. No trucks larger than 3/4 ton, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any attrect or Lot, unless the same shall be stored in an enclosed garage.
- Interior Agrenges. Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any lot owner on the exterior of a house or on a lot. Setellite dishes will not be permitted.
- 4. Girbage and Refuse Disposal. No lot shall be used or maintained as a dusping ground for trash. Subblah, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.
- 5. Animals. We enimals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a suisance.
- 6. Storage Tanks. Any gas, propens, or oil storage tanks used in compection with a lot shall be wither buried or located in a garage or house such that they are completely concealed from public view. The storage of any caustic chamicals is prohibited.
- Temporary Structures and out Buildings, No trailor, shack, Į ...

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1. Reserved Expension and the Ballings, for resident, stock, unit, being several and the Ballings, for resident, which we want of any tax as a resident, supposed to personare, mr and an extreme and activations of the ball of the company of the several flat sections of the ball of the company of the ball of the company of the ballings of the balling 8. Jimil. We sign of any bind shall no displayed in the poblic vider of any Jos enemge that one also put hallon got believe and may per Smallon of note that all (6) equate that may be displayed at any the law lot the pageons of admirtishing the pergency for sale or for real.

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pay the parance of the sale procheds to the owner of Eath lot at the time of sale.

- required hereunder. Any such executeret shall be assessed only maintenance or other activity which is the responsibility of a lot Costs incurred to enforcing these contentates of in undertaking any these covenants or the undertaking of the main tenancy of other regultements of these covenants necessitated the action to enforce against those lot owners whose failure to comply with the The Developer may make assessments to cuve: any
- the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within the thirty [30] days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than 12. Ligh for Assessments. Each owner of a lot by acceptance of a deed thorsto, whether or not it shall be so expressed in such deed. callecting the same. If the Developer has provided for collection of assessment is made until paid in full. Such assessment which each such principalso. full. We owner may walve or otherwise escape liability for the assessment of his lot of one or more installments, the Developer may averterate payment and doctors the entire balance of said assersment due and payable in dolinquent assessment plus any expenses or custs, including Devotoper. The Developer or any member charact shall be untitled to institute in any court of competent jurisdiction such procedures, At law or in equity by foreclosure or otherwise, to collect the eighteen tuen percent (18%) per annum to be established by the togother with interest thereon and costs of collection thereof as any assessment in installments, upon default in the payment of asy becomes due in the manner herein provided. All such assossments, is decreed to coverant and agree to pay descements as the same feas, incurred by the Developer or such member in Each owner of a lot by acceptance of a

int and the and until the or stocked assessment from the nutte 201 subordinate to the lien of any recorded first more days covering such The lies of the assessments provided but because shall be 7 3

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one or more installments, the Developer may according payment of any deciare the entitle balance of said assersment due and payment and deciare the entitle balance of said assersment due and payable in othervise. full. We owner may walve or otherwise escape Hability for the assessments provided for herein by abandonment of his lot of

transfer of any lot pursuant to mortgage terrilosure or any proceeding in lieu thereof shall, however, extinguish the flow of such assessments as to payments which be care due then to with which transfer shall relieve such int from transfer of any lot shall not affect the assessment lien. The sain or subordinate to the lien of any recorded first mortgage covering such lien thereof. (avor of and governmental taxing or assessing authority. Sale or lot and to any valid tax or aportal assessment item on much for in liability for any assessments which chernattes become due tion the The lies of the assessments provided for because shall be

The Developer shall, upon demand at any time, there been paid certificate in writing that the assessments on a low have been paid cortificates shall be conclusive evidence of payment of any or that cortain agreements remain unpaid, as the same tay by. Such use whall be exempt from the assessments, charge and lies elected for acceptance by the local public authority and develot to: jubito nevels or any property shows on the Flat as selected and intended

the Developer, any owner or owners or such completion by at thingship violation thereof, is reserved to the Developer and the owners of the lots in Traders Hollow, their being and assigns, who are entitled to removal by due process of law of structures exected or matrixatined in restrictions by injunction, together with the sight to counc the such rolled without being required to show any damage of any kind to Enforcement. The right to enforce each of the ferraning

- id. Deverability. Invalidation of any of these covenants and imatrictions or any part thereof by judgment or court order shall not aftect or render the remainder of said government and restrictions invalid or inoperative.
- and hold harmless the Developer from and against any and all liability writing from, related to, or in connection with drainage on, over and under the lot described in such deed. trapact to drainage on, over or under a lot. Such drainage shall be the responsibility of the owner of the lot upon which a residence is constructed and of the builder of such residence; by acceptance of a deed to a lot, shall be desmed to agree to inda 15. Enn-Liability of Developer. Developes shall not have any
- paragraph, and recorded in the Marion County Recurders office. As used herein, the term "lot" means a lot depicted on the Plat. patting forth facts sufficient to indicate compliance with this 16. General Provisions. This Declaration may be mended at any time by the owners of at least two whirds of the Lots in Traders Hollow. Each such amendment sust be evidenced by a written instrument signed and acknowledged by the owners or owner concurring therein,

A doct of Dedication - Traders Hollow.

A doct of dedication, in substantially the following form, shall appear on every rinal plat for a subdivision. The undersigned, John Tisbook, Daniel J. Hasler, Kathy M. Hasler, and Traders Hollow Dovelopment, 170, by David E. Helm, Partner, of Marion County, in the State of Indiana, being the camera of record of all of the within described real estate, do hereby lay off, plat and subdivide into lock such tracts in accordance with the within plat. This subdivide into endivision shall be known and designated as traders Hollow, an eddition to the City of Indianamia

ESTION

paragraph, and recorded in the Marion County Recorders office. As used herein, the term "lot" weering rosen facts sufficient smans a lot depicted on the plat. to indicate compliance with this "IIIBIBUS BUTTINGON

covenants, or restrictions, shall be automatically extended for a successive period of 10 years unless change by vote of a majority of the owners of the buildings covered by these covenants or public utilities. The foregoing covenants of testrictions, are to tun with the land and shall be binding on all parties and all persons claiming under them until becamber 31, 2010, at which time said casement harein reserved. We permanent of other structures are to be created or maintained upon said strips of land, but owners of lots in testrictions, in whole or in part. withen, subject at all times to the proper authorities and to the "Essentent" reserved for the use of public utilities for the are hereby dedicated. Front and side year. Ilding setbeck lines are hereby established as shown on this plat, between these lines and the proporty lines of the atteot, there shall be exected or maintained no building or attucture. There are attibs of ground five (5) fact to this aubdivision shall take thatr titles subject to the rights of the twenty-five (25) feet in width as shown on this plat and marked estests and alleys shown and not heresofor dedicated to the public are hereby dedicated. Front and mid year. Ilding setback lines as subdivision shall be known and designated as Traders Hollow, un described real estate, do heraby lay off, plac and subdivide into lock such tracts in accordance with the within plac. This Development, LTD, by David E. Helm, Partner, of Marion County, in the State of Indiana, being the consts of record of all of the within appear on every tioni plat for a subdivision. The undersigned, John Fisheck, Daniel J. Hasler, Kathy M. Hasler, and Traders Hollow A deed of dedication - Traders Hollow.

is. Common Argan
A: The parcols of land designated on the Plat and the improvements
A: The parcols of land designated on the Plat and the improvements
Common Area) and shall
be owned by Traders Hollow Homeowners Association, Inc., an Indiana
Must for Frafit Corporation (hereinafter Association)

restrictions, in whole or in part. to statement of parence southfirst and and coverants of

- with all lot owners, in and to the Common Area, which shall be apprecionant to and shall pass with title to every lot in the form of Her for Froit Corporation (hereinafter Association). Every shall have a non-exclusive right and exceptents of enjoyment the fellowing provisions: a right to and obligation of memborship in the association subject to construed thereon are common area (bereinafter Common Area) and shall be owned by Traders Hollow Homeowners Association, Inc., an Indiana in <u>Common Areas</u>

 A. The parcels of land designated on the Plat and the improvements

 A. The parcels of land designated on the Plat and the improvements lot owner in comon
- the right of the Association to promulgate reasonable rules regulations governing the use of the Common Areas;
- the rights of Developer as provided in this Declaration,
- all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time executed or fpattemenddae
- Ξ Common Area, upon the approval of two thirds (2/3) of the the rights of the Association to mortgage any and all of the embership of each class of numbers of the Association;
- [2] of its members, and easements across and through the Common Area for the right of the Association to grant further reasonable the easements reserved elsewhere in this Declaration and the Aatttan
- upon the approval of two thirds (2/1) of the membership of many be set forth in the instrument of dedication or transfar utility for such purposes and subject to such conditions as any part of the Common Arms to any public agency, authority or the right of the Association to dedicate of transfer all of class of members of the Association.

or her right of enjoyment of the Common Area to family members, to a subject to the rights of others as set forth in this Declaration, his lessee, or contract purchaser of his Lot or to quests. regulations promulgated from time to time by the Association and the By-Laws and any reasonable and non-discriminatory rules and Delegation of the. Any owner may delegate, in accordance with

Curtain Obligations and Access Rights to the Common Area,

- "wintenance of the same in good, clean, attractive, eare, and repail. as provided herein, of the Common Area, and for the maragement and control for the exclusive benefit of the Owners The Association, subject to the rights of the Comors as set forth in this Declaration, shall be responsible for the
- Provided the general right of access to all of the Common Provided Lots, at reasonable times and at any time in case of carries to be maintained or repaired any Building, parry wall, comes say but or Common Area for the purpose of maintaining or terre exather Lot. The Association shall also have and is reintained or repaired as is its obligation and duty under the interior and duty under the other facilities and other improvements incated within a liver line, sever or other facilities located thereon that the three tarion and any member thereof whose enjoyment of the i or a Common Area may serve other adjacent Lots. "" "will wining of repairing or causing the same to be end right of access to all of the Common Area for the purpose The Association shall have and is hereby granted an exament " and occupancy of his Lot is affected thereby, their . A find canoment thereto and shall have a right, at

Curtain Obligations and Access Rights to the Common Area.

- satistary condition, order and repail. "aintenance of the same in good, clean, attractive, safe, and maradoment and control for the exclusive benefit of as provided berein, of the Common Area, and for the frith in this Declaration, whall be responsible for The Association, subject to the rights of the Owners as set the Owners
- enfloyers and their agents and independent contractors, to the the sever or other facilities tocated thereon that the benefit of Developer so long as Developer owns more concrets and rights epocified herein also are reserved full estant hecommany or appropriate to perform its restrictions, as reasonably required by its officers, directors, lies and Lote, at responsible times and at any time in case of "rive" granted t general right of access to all of the Common terror another Lot. The Association shall also have and is were way let or Common Area for the purpose of maintaining or things and duties as set forth in this beclaration. " or implementation. In addition, partain utility lines, particalized or repaired as is its obligation and dury under The Association shall have and is hereby granted an easoment end right of access to all of the Common Area for the purpose in compable times and at any time in case of emergency, to go in justime officers, agents, employees and contractors, shall or other facilities and other improvements located within a "" "Aistaining or repairing or causing the same to be " And recupancy of his Lot is affected thereby, their and the teamment thereto and shall have a tight, at or a Common Area may serve other adjacent Lots. HOVE

so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sever, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services, antennas and other equipment and facilities to serve the lot and mingle family residential desiling to be thereafter unto the Association an undefined easement for drainage, utility and sever purposes in and on and over all of the Common Area, d. Drainege, Utility, Mener and other Development Engagements. Developer reserves unto bisself during the Development Period, and

Members, at which time the initial Numbers shall cease to be sembers unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and Indiana Not-Por-Profit Corporation Act, the five (5) persons who serve as incorporators of the Association shall be the members (the "Initial Numbers shall remain members of the Association until three (3) persons have become Class A or Class & may not be separated from ownership of any Lot. Managahip. Initially, to satisfy the requirements of the

Developer. The Developer shall be entitled to three (3) votes for each Lot owned. The Clare B membership shall coase and be converted to Class A membership on the happening of either of the following themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. Class B: The Class B rember shall be the events, whichever occurs exciter: persons shall be members; the vete for such Lot shall be exercised as the members holding an interest in such Lot determine arong shall be all Owners with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot owned. Y more than one (1) person holds an interest in any Lot, all such 14V# two (2) Classes of Ametership and Voting Rights. PROBLEM CONTRACT STREET Clauses of voting membership: Class A: Class A members The Association shall

may not be separated from ownership of any Lot. pur of surcessingly no venue consideration

- to Class A membership on the happening of either of the following each Lot owned. The Clare B membership shall coase and be converted Developer. The Developer shall be entitled to three (3) votes for events, whichever conurs extligit respect to any Lot. Class B: The Class B member shall be the themselves, but in no event shall more than one (1) vote be case with the members holding an interset in such Lot determine erong members shall be entitled to one (1) wors for each tot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be emembers; the water for such Lot shall be exercised as shall be all Damers with the exception of the Daveloper, Class A have two (2) Classes of Emstership and Voting Rights. The Association shall two (2) classes of voting membership: Class A: Class A members
- when the total number of votes outstanding in the class A percentage is equal to the number of votes outstanding in the
- (b) on Jenuary 1, 2000,
- 9. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and Bylavs. The Board of Directors shall manage the affairs of the
- termination by either party with or without cause without any teamination fee by written notice of minety (90) days or lass. of three (3) years. Any such agreement of contract shall provide for professional management of the Association, not any other contract between Developer and the Association, shall be for a term in excess h. Professional Management. No contract or agreement for
- 9. Covenant for Maintenance Assessments.
- Developer, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not je shall be so expressed in such Creation of the Lien and Jorsepal Chligation of Assessments.

or three (1) Years. Any such agreement or contract shall provide for termination by either party with or without cause without any teamination fee by written notice of hinety (90) days or lass.

19. Covenant for Maintenance Assessments.

- the land and shall be a continuing lier on the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the Property, hereiny covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agric to pay the Associations (1) Regular Assessments for maintenance, repelts, and ordinary operating expenses); (2) Special Assessments for (a) capital improvements and operating deficits and (b) for special maintenance or repairs as personal obligation of the Owner. Past due assessments shall run with as hereinefter provided. All such assessments, together with interest, costs and tossen able atterneys' fees, shall be a charge on provided and (3) any Insurance upon such assessments shall be collected the land and pass with title. Developer, for each Lot now or horeafter owned by it within the a. Creation of the Lien and Personal Obligation of Assess
- only as specifically provided barein. A portion of the Regular Annual Assessments shall be set exide or otherwise associated in a reserve Common area and other capital improvements which the Association is welfare of the residents in the property, for the improvement, maintenance, and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes required to maintain . fund for the purpose of providing repair and replacement of the b. Furpose of Engular Annual Aspessments. The Regular Annual Assessments levied by the Assessment shall be used exclusively, the reasonable discretion of the Board of Directors of the Association, for the presention of the recreation, health, safety and Ę
- ?. Maximum Regular Assual Associatests.

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required to maintain . Common area and other capital improvements which the Association is fund for the purpose of providing repair and replacement of the Assessments shall be set eside or otherwise associated in a reserve

- C. Mazines Begular Assual Aspensants.
- (1) Until January 1 of the year immediately following the maximum Regular Annual Assessment on any Lot conveyed by Declarant shall be \$200.00 per Lot.
- From and after January 1 of such Year not more than 10% above the maximum Regular Monthly Association for the provious year without a vote of the year not more than 10% above the Regular Annual Assessment may be medierahip. Asst. the most min increased each calendar
- From and after January 1 of such year, the maximum Regular Annual Assessment may be increased each calendar year by for the previous year, with the approval of two thirds (2/1) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this propose. more than 10% above the maximum Regular Annual Assossment
- The board of Directors from time to time may fix the Requiar Annual Assessment, without any vote of the maximum.
- which the association is required to maintain, or to recover any operating deficits which the association may from time to time incur, provided that any such assessment shall have the assent of two thirds d. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Annual Assessments authorized above, the Association may lawy a Special Assessment for the purpose of defraying, in whole or in part, the coat of any construction, reconstruction, repair or replacement of any capital improvement

more than 10% above the maximum Regular Annual Assessment for the provious year, with the approval of two thirds (2/1) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this propose. The second secon

- (4) The board of Directors from time to time may fix the Requier Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.
- of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the essociation is required to maintain, or to recover any operating deficits which the association may from time to time incur, (2/3rds) of those members of each class of members who cant works in person or by proxy at a meeting duly called for this purpose, provided that any such assessment shall have the assent of two thirds above, the Association may lawy a Special Assessment for the purpose Deficits. In addition to the Regular Annual Assessments authorized ata for Capital Improvements and Operating
- praceding meeting. We such subsequent meeting shall be more than votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the authorizing a special assessment shall be sent to all acabers not less that thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxiss entitled to cast sixty percent (60%) of all the meeting shall be one-helf (1/2) of the required quorum at the same nutice regulrement, and the required quorum at the subsequent Written notice of any meeting for the purpose of taking any estion Motion and Quorum for Any Action Authorized Suder Section d.

sisty (40) days following the preceding meeting.

- Assessments for oxpital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots. Baldoon hats Asses out. Degular Annual Assessment and April a l
- Assessment provided for berein shall commence as to each Lot on the date of conveyance of such Lot by Developer. THE SE LEADING

Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form aigned by an officer of the Association setting forth whether the assessments on a the Association reperding the status of assessments for any Lot shall Assessment, and written notice of any special Assessment and such other assessment botices as the Soard of Directors shall deem appropriate, shall be sent to svery owner subject thereto. The due specified Lot have been paid. A properly executed certificate from dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of The Board of Directors shall fix an increase in the asount of such assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular binding upon the Association as of the date of its issuance.

Assessment, if applicable) is not paid on the due date established therefor, then the entire unpaid assessment (together with interest constitute a continuing lien on the Lot to which such assessments relate, binding upon the then Owner, his or her beirs, devises, Pay such assessment succeasors and assigns. Riffect of Bospayment of Lawren the personal obligation of the then Owner to mts, ma matter of the

of the Association setting forth whether the assessments on a the Association regarding the status of assessments for any Lot shall specified Lot have been paid. A properly executed certificate from Charge. binding upon the Association as of the date of its issuance. furnish a certificate in recordable form signed by an officer Pidenceres a 103 bor with

- reasonable attorneys' fees to be fixed by the Court. No owner may courts of propering and 'lling the complaint in such action; and in the event a judgment is obtained such judgment shall include ist interest on the assessment as above provided, coats of the action an herein by non-use of the Common Area or abandonment of his Lot. bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event there shall be added to the amount of such assessment the the assessment shall bear interest from the date of delinquency at relate, binding upon the then Owner, his or her beirs, devises, successors and assigns. The personal obligation of the then Owner to pass to such Owner's the rate of eighteen per cent (18%) per annum the Association successors in title unless expressly assumed by them. If any therson, costs and attorneys' fees shall become delibquent and shall constitute a continuing lien on the Lot to which such assessments therefor, then the entire unpend assessment (together with interest successors in title unless expressly Association. If any appearant (or periodic installment of such assoument, if applicable) is not paid on the due data established seciation. River R Mita; W
- of such sale or transfer. Wo sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessment to thereise) shall relieve such foreclosure action) or any proceedings or deed in lied thereof shall extinguish the lien of all assessments becoming due prior to the date pursuant to the foreclosure of any first mortgage on such Lot without the necessity of joining the Association in any such i. Subordination of the Lien to Mortgage, Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot in any such

waive or otherwise eacape liability for the agassments provided for herein by non-use of the Common Area or abandonment of his Lot.

of such sale or transfer. We sale or transfer of any Lor (wherher voluntary or pursuant to foreclosure or otherwise) shall railers such Lot from liability for any assessments thereafter becoming due of from the lien thereof, and except as betwin above provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association. extinguish the lien of all assessments becoming due prior to the date the lien of any first mortgage. The sale or transfer of any Lot foreclosure action) or any proceedings or deed in lied thereof shall pursuant to the foreclosure of any first mortgage on such Lot i. Subordination of the Lien to Mortgage, Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to without the necessity of joining the Association in any such

IN WITHERS WHEREOF, this Declaration has been executed as of the first above written.

Traders Hollow Development, Ltp

David R. Helm - Parener

STATE OF INDIANA

HOLKIN SO ALMOO

Parsonally appeared before me, the undersigned, a Motary Public, in and for said County and State, David R. Halm and arknowledges at the

Traders Hollow Development, LTD

AXVIORE AD ALVIS

COUNTY OF HARION

in and for said County and State, bavid %. Helm and acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the use and purposes therein expressed. Personally appeared before me, the undersigned, a Motary Public,

Motary Public

My Commission Expires

and not as to any of the remaining Plot Owner as to late 32, 33, 34, and 35 only

STATE OF INDIANA

COUNTY OF HARTON

Detains the assess.

My Commission Expires drary Public

and not as in any of the remaining Plat Owner as to lots 32, 33, 34, and 35 only

STATE OF INDIANA

HOTERN 40 ALLEGO

Personally appeared before me, the undersigned, a Hotary Public, in and for said County and State, John Fisbeck and acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the use and purposes therein expressed.

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