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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 4th day of OCTOBER, 1984,
by C. P. MORGAN CO., INC., its successors or assigns
(hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the purchaser 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 single family housing (hereinafter referred to as 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 Marion County, Indiana; and

WHEREAS, 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 (hereinafter referred to as the "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:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following 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 such 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, prior to the recording of the plat by Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

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

A. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, or at such earlier time as Developer may turn over its responsibilities, at which time the homeowners shall form an association and shall appoint from its members to this Committee; provided, however, such turn over shall occur not later than December 31, 1987.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the development which is recorded in the Office of the Recorder of Marion County, Indiana.

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C. "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 having such interest merely as security for the performance of an obligation.

D. "The Committee" shall be created and its membership shall consist of lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for lake and other Common Areas, fertilizing and weed control.

E. "Common Area" shall mean those areas set aside for lake and recreation area, theme structures at street entrances, lights and street landscaping.

F. "Limited Common Area" appears upon the platted lots of the subdivision designated by block letter showing the quantity of acreage contained therein 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 shall further have a mounded landscaped island as shown on the plat 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 cul-de-loop as a means of ingress and egress to the public right-of-way. 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 owner's 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, I.C. 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.

2. Power of Committee.

A. In General. No dwelling, building structure, fencing or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. 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 improvement proposed to be constructed or placed upon the lot, each properly and clearly designated, and 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. Provided, however, approval will

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not be required for rear fences not exceeding four (4) feet in height and playground facilities or similar items not visible from the street.

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 improvement to be in violation of these Restrictions;

(2) The design 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;

(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 part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. 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. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit from the Permits Section of the Department of Metropolitan Development.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, 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.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same person, 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 applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any homeowner or an association of homeowners within the Development or the Code Enforcement Division of the Department of Metropolitan Development may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer, a homeowner or an association of homeowners shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

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B. Delay 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.

8. Effect of Becoming an Owner and Lien of Assessment.

A. 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 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.

B. Until development is completed, Developer shall pay the costs of liability insurance and maintenance costs for the lake and other common area maintenance and weed control. Upon completion of development, the homeowner shall form an association or not-for-profit corporation and elect from among its membership not less than three (3) nor more than five (5) homeowners or other persons who shall act as its board of managers or board of directors and Development Control Committee, and Developer shall convey the lake and other common areas to such association or corporation. It shall fix annual assessments for the above-described costs and any necessary reserves and expenses which shall be equal as to each lot in the Development. Payment of such assessments shall be mandatory as to each homeowner, shall constitute a continuing lien upon the property of that homeowner, subordinated only to the lien of a first mortgage, and shall be collected in the same manner and be subject to the same terms and conditions as the assessments described in paragraph 1.F hereof.

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 until January 1, 2014, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

10. 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 TESTIMONY WHEREOF, witness the signature of Declarant
this 4th day of OCTOBER, 1984.

C. P. MORGAN CO., INC.

By: *Charles P. Morgan* PRES.
Charles P. Morgan, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and
State, personally appeared Charles P. Morgan, who acknowledged
the execution of the foregoing Declaration of Covenants,
Conditions and Restrictions and who, having been duly sworn,
stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of

October, 1984.

Sherrie Joyner
(SHERRIE JOYNER) Notary Public

My Commission Expires:
12-18

My County of Residence is:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney at Law.

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