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First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

**CAROLINA COMMONS SUBDIVISION
COVENANTS, LIMITATIONS AND RESTRICTIONS**

1. **NAME**. This subdivision shall be known and designated as Carolina Commons, a subdivision located in Avon, Hendricks County, Indiana, which subdivision is contained within the tract of real estate particularly described on attached Exhibit A.

2. **STREET DEDICATION**. The streets shown and not heretofore dedicated are hereby dedicated to the public.

3. **LAND USE AND PERMITTED STRUCTURES**. All lots of Carolina Commons shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling and one (1) private, attached garage.

4. **TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED**. No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Architectural Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions and to include consideration and approval of the plans and specifications, and the qualifications of a builder to include responsiveness and responsibility as determined by the Architectural Control Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1600 square feet in the case of a one story structure and 1900 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Architectural Control Committee.

b. No single-family dwellings, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Architectural Control Committee. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any lot at any time for use as either a

1

any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools and no yard satellite dishes are permitted.

5. **ARCHITECTURAL CONTROL COMMITTEE**. The Architectural Control Committee shall be composed of three (3) members to be elected within the sole discretion of Carolina Commons as developer of this subdivision, or its designated nominee. Individual members of the Architectural Control Committee shall be subject to appointment and removal in the sole discretion of Carolina Commons or its designated nominee.

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temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot.

c. **FENCES:** No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot, between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Control Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no further from the residence than midway from the residence and the property line (both side and rear). No fence shall be located within any drainage easement. Any metal or chain-link fence must be covered with black or brown vinyl and may not exceed forty-two (42) inches in height.

d. **SPECIAL PROVISIONS DURING CONSTRUCTION:** It is the responsibility of the owner of any homesite to maintain a clean and safe construction site. Prior to final approval of house plans, the contemplated builder must agree in writing to comply with the erosion control plan for Carolina Commons and agree to perform the required activities as outlined by the Architectural Control Committee. This includes installing a stone driveway area immediately upon commencement of construction activities and taking steps to minimize mud and debris carryover to the streets and adjacent lots.

e. **MAILBOXES:** It is the responsibility of the lot owner to install a mailbox meeting standards established by the Architectural Control Committee. Specifications shall be provided at the time of closing.

f. **TIME LIMITS FOR CONSTRUCTION:** There is no maximum time permitted prior to construction of a residence.

g. No dwelling, garage, out building or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools and no yard satellite dishes are permitted.

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9. **COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC.**

A. **Creation of the Lien and Personal Obligation of Assessments.** The Developer, being owner of Carolina Commons subdivision, hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to become a member of Carolina Commons Property Owners Association, Inc., a not-for-profit corporation, and to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such

The Architectural Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Architectural Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. FUEL RECEPTACLES AND TRASH ACCUMULATIONS. Tanks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes and which pets shall not exceed two in number per household. Additional pets may be permitted if kept within the residence at all times. Any dog permitted outside of a residence must be maintained within a fenced yard. (No outdoor animal kennel is permitted.)

8. MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner, with weeds and other growths to be reasonably kept, and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Architectural Control Committee. Carolina Commons Property Owners Association, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to owners for such work.

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 - (1) Annual assessments or charges;
 - (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against

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which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments.

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all lots and in particular for the improvements and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein. All common properties as shown on the plat of the subdivision shall be deeded to Carolina Commons Property Owners Association, Inc.

C. Basis and Amount of Annual Assessments.

The original assessment pursuant to the covenants of Carolina Commons subdivision shall be in the amount of \$100.00 per year for each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Carolina Commons Property Owners Association, Inc. From all such assessments, the Association shall pay for the cost of maintenance, repair, upkeep, management and operation of the common areas as required in the By-Laws of Carolina Commons Property Owners Association, Inc. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

D. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representative or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments.
 Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Sections D and E.
 The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called, as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates.
 The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessments under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors.
 The management, affairs and policies of the Association shall be vested in a Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

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The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date of assessment, interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action, and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages.

The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property.

The following property, subject to this Declaration, shall be exempt from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and

assigns, and held by them or any of them for sale or resale, including any lots which may have been re-acquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

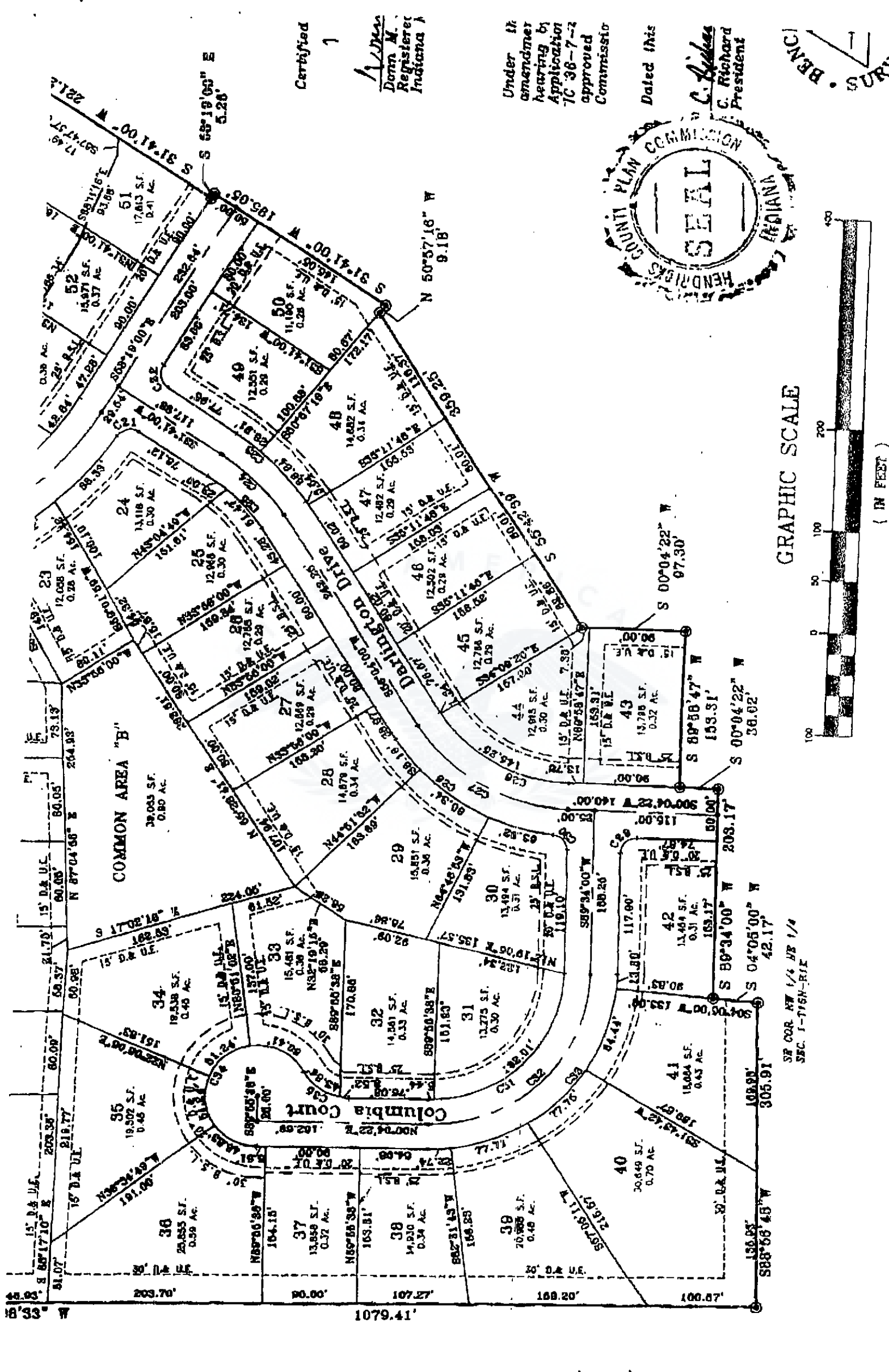
L. Voting, Board and Developer.

Each owner of a lot in the development of Carolina Commons shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members, Lee White, Matthew Gregory, and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Carolina Commons subdivision.

10. **DRIVEWAYS.** All driveways shall be constructed with portland cement. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Architectural Control Committee's specifications. Lot Owners shall keep sidewalks on their respective lots free of snow and cleared of debris.

12. **NUISANCE.** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. This shall include, but not be limited to, the operations of any moped, motorcycle, off-road vehicle, all-terrain vehicle, or similar item on any lot or on any street within the boundaries of the subdivision. No animal kennel, dog run, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court, or similar item is permitted. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.



Certified
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 Adam
 Deem M.
 Register
 Indiana

Under the
 amendment
 hearing by
 Application
 IC 36-7-2
 approved
 Commission

Dated this
 C. Richard
 President



GRAPHIC SCALE
 (IN FEET)

S2 COR NW 1/4 RB 1/4
 SEC. 1-T16N-R1E

Requested By: CARL TALON 02/12/2004

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CAROLINA COMMONS
SPECIAL RESTRICTIVE COVENANTS ①

The Undersigned, Carolina Commons, Inc., by J. Lee Whiten, President, and Larry G. Gregory, Secretary, as owners, developers and proprietors of "Carolina Commons", located in Washington Township, Hendricks County, Indiana, do hereby indenture, restrict and covenant the unsold lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Fully Protect Residential Area: The following covenants, in their entirety shall apply to Lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 15 17, 18, 21, 22, 24, 25, 26, 27, 37, 42, 44, 45, 46, 49, 50, 51, 52 and 53 of Section 1 and all of Section 2 of said subdivision being located in Washington Township, Hendricks County, Indiana.
2. Building Exterior Construction: No structure may be constructed on any remaining lots in this subdivision with any vinyl or aluminum siding used in its construction.
3. Enforcement: If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or

Requested By: CAM TALON 02/12/2004

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other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

4. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

IN WITNESS WHEREOF: the said party as owners and proprietors of the above described subdivision has hereunto set their hands and seals this 9th day of August, 2001.

CAROLINA COMMONS, INC.

By: [Signature]
Lee Whiten, President

ATTEST:

[Signature]
Larry G. Gregory, Secretary

I agree to these terms.

[Signature]
Eric Turner, President

Requested By: CAM TALON 03/12/2004

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STATE OF INDIANA)
)SS
COUNTY OF Hendricks

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above named J. Lee Whiten, President of Carolina Commons, Inc., and Larry G. Gregory, Secretary of Carolina Commons, Inc., and acknowledged the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 9th day of August, 2001.

Charles E. Hostetter

My Commission Expires: _____

County of Residence: _____
County, State of Indiana

Signature of Notary Public

Printed Name of Notary



*This instrument prepared by Charles E. Hostetter, HOSTETTER & O'HARA
515 N. Green St., Suite 200, Brownsburg, IN 46112*

nm0106/cc.cov

200100023594
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
08-13-2001 02:35 PM.
COVENANTS 15.00
DR Book 265 Page 1445 - 1447



**CAROLINA COMMONS SUBDIVISION
COVENANTS, LIMITATIONS AND RESTRICTIONS**

1. NAME. This subdivision shall be known and designated as Carolina Commons, a subdivision located in Avon, Hendricks County, Indiana, which subdivision is contained within the tract of real estate particularly described on attached Exhibit A.

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The original assessment pursuant to the covenants of Carolina Commons subdivision shall be in the amount of \$100.00 per year for each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Carolina Commons Property Owners Association, Inc. From all such assessments, the Association shall pay for the cost of maintenance, repair, upkeep, management and operation of the common areas as required in the By-Laws of Carolina Commons Property Owners Association, Inc. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

D. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representative or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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E. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Sections D and E.

The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called, as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates.

The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessments under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors.

The management, affairs and policies of the Association shall be vested in a Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

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The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date of assessment, interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action, and in the event of judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages.

The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property.

The following property, subject to this Declaration, shall be exempt from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and

assigns, and held by them or any of them for sale or resale, including any lots which may have been re-acquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting, Board and Developer.

Each owner of a lot in the development of Carolina Commons shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members, Lee White, Matthew Gregory, and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Carolina Commons subdivision.

10. **DRIVEWAYS.** All driveways shall be constructed with portland cement. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Architectural Control Committee's specifications. Lot Owners shall keep sidewalks on their respective lots free of snow and cleared of debris.

12. **NUISANCE.** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. This shall include, but not be limited to, the operations of any moped, motorcycle, off-road vehicle, all-terrain vehicle, or similar item on any lot or on any street within the boundaries of the subdivision. No animal kennel, dog run, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court, or similar item is permitted. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

Requested By: CAM TALON 02/12/2003

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13. VEHICLE REGULATIONS. No vehicle of more than one ton hauling capacity or equivalent vehicles shall be parked on any homesite except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any homesite unless kept within a garage. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking shall be permitted, but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

14. UTILITY EASEMENTS AND DRAINAGE. "Utility Easements" as shown on the recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on the recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

15. RIGHTS OF ENFORCEMENT. In the event of the violation, or threatened violation of any of the subdivision restrictions herein enumerated, Carolina Commons Property Owners Association, Inc. or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan Commission shall have the right to enforce these subdivision restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without providing actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these subdivision restrictions and shall be entitled to recover reasonable attorney's fees and other legal costs and expenses incurred as a result thereof.

16. GENERAL. These subdivision restrictions may be amended or changed (except paragraphs 5 and 14 hereof which shall not be subject to amendment or change except by Carolina Commons Property Owners Association, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recording of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these subdivision restrictions by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

OWNERS ASSOCIATION, INC.
 BY: J. Lee Whiten
 J. Lee Whiten, President
 BY: Matthew Q. Gregory
 Matthew Q. Gregory, Vice President
 BY: Larry G. Gregory
 Larry G. Gregory, Secretary/Treasurer

STATE OF INDIANA)
)SS:
 COUNTY OF HENDRICKS)

9800024906
 Filed for Record in
 HENDRICKS COUNTY IN
 JOY BRADLEY
 On 09-18-1998 At 08:00 am.
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