

**REVISED HOLLAWAY CORNER COMMUNITY
COVENANTS, CONDITIONS AND RESTRICTIONS**

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**REVISED COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HOLLOWAY CORNER, SECTIONS I AND II**

These Revised Covenants, Conditions and Restrictions for Holloway Corner, Sections I and II, (hereafter referred to as the "Declaration") are made this 30 day of September, 1999 by Holloway Hills Associates, Inc., an Indiana Corporation and the Lot Owners of Holloway Corner Subdivision Sections I and II (hereinafter referred to together as "Declarants");

CROSS-REFERENCE

These Revised Covenants, Conditions and Restrictions affect certain real estate platted as and known as Holloway Corner, Section I as per the plat recorded September 14, 1994 in the office of the Hendricks County Recorder in Plat Cabinet 3, Slide 188, page 1; and Holloway Corner, Section 2 as per the plat recorded in the office of the Hendricks County Recorder in Plat Cabinet 3, Slide 132, pages 1 & 2 on December 13, 1995

RECITALS

A. Whereas, the undersigned Declarants are all of the Owners of platted lots within said Holloway Corner, Sections I and II; and

B. Whereas, there currently exists the Holloway Corner Community Covenants, Conditions, and Restrictions recorded September 14, 1994 in Miscellaneous Book 143, pages 555 through 562, in the office of the Recorder of Hendricks County, Indiana (hereinafter called the "Prior Declaration"); and

C. Whereas, Declarants desire to release and declare null and void the Prior Declaration and enforce this Declaration; and

D. Whereas, Declarants desire to provide for the preservation and enhancement of Holloway Corner and the common facilities therein contained, and, to this end, Declarants desire to subject each Lot within the development to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the each Lot and each Owner of all or part thereof;

DECLARATION

Now, therefore, Declarants hereby declare each of the following:

1. That the Prior Declaration is null and void and that all Lots within Holloway Corner, Sections I and II, are no longer subject to the same; and
2. That each Lot and all Lots shall be held, conveyed, encumbered, leased, rendered, used, occupied and improved subject to the following covenants, conditions and restrictions, which shall run with each Lot and be binding on each party having any right, title or interest in any Lot or Lots, and his, her or its heirs, beneficiaries, successors, assigns and personal and legal representatives, and which covenants, conditions and restrictions shall inure to the benefit of the Owners and each and every one of the Owner's successors in title to any Lot or Lots.

ARTICLE I

Definitions

Section 1.01 Declaration: "Declaration" shall mean this instrument, together with any amendments or changes hereto which are hereafter made and evidenced as herein required.

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associated with the operation of the Property Owners' Association or incurred in connection with the enforcement of the terms and provisions of this Declaration.

Section 1.14 Common Areas: "Common Areas" shall mean those areas described as Common Areas on a Plat and set aside for conveyance to the Home Owners Association.

ARTICLE II

Character of Lots

Section 2.01 In General: Every Lot or group of Lots referred to in these covenants shall be used exclusively for single family residences and accessory uses and purposes or as designated common areas. Two family dwelling or doubles are specifically prohibited in this subdivision.

Section 2.02 Improvement and Development of Lots: No Lot shall be further divided to create any additional tract upon which a single family residence and improvements otherwise permitted hereunder may be constructed, nor shall any improvements be made thereto or construction commence, proceed or continue thereon, except in strict accordance with the terms and provisions of this Declaration. Not more than one (1) single family dwelling house, together with attached garage and such related accessory structures and recreational facilities as may be permitted by this Declaration shall be constructed, altered, placed or permitted to remain on any Lot. In the event of multiple Lot ownership, no single family dwelling house shall be constructed on or across a portion of more than (1) Lot without the express written consent of Developer or his assigns, per section 3.05.

Section 2.03 Occupancy: No dwelling house constructed on a Lot shall be occupied or used for residential purposes or human habitation until it is substantially completed. The determination of whether the dwelling house has been "substantially completed" shall be made by Developer and the Town of Brownsburg, and such decision shall be binding on all parties affected thereby.

ARTICLE III

Developer

Section 3.01 Developer: The powers and authorities contained in this Article shall be vested in Developer and the covenants, conditions and restrictions in Article V of this Declaration shall be administered and enforced by Developer, or their designated successors and/or assigns. Developer's administration and enforcement of such covenants, conditions and restrictions shall include, but not be limited to, approval of Lot Development Plans prior to the improvement of any Lot. Neither the exercise of such administration and enforcement duties by Developer, nor the approval of any Lot Development Plans by Developer, shall relieve any Owner of any duty and obligation imposed by this Declaration or compliance with the covenants, conditions or restrictions as the same are recorded in the Office of the Hendricks County Recorder. In the event that a written approval of Development Plans is not received from Developer within thirty (30) days from the date submittals are made, the failure to issue such written approval shall mean the disapproval thereof. In the event of disapproval, Developer shall give a short statement of the reason or reasons for such disapproval within ten (10) days following receipt of a written request to do so from the Owner. The Developer shall not unreasonably withhold approval and shall act in a manner which is neither arbitrary or capricious. However, Developer reserves the right to unilaterally deny approval of Lot Development Plans if the single family dwelling is inconsistent as to design, color, building materials, size or costs with adjacent lots.

Section 3.02 Powers of Developer: No Lot shall be developed and no single family dwelling house, accessory building, driveway or other structure or improvement of any type, kind or character shall be constructed, placed, altered or permitted to remain on any Lot in the

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Subdivision without the prior written approval of Developer. Any required approval shall be requested by an Owner by written application to Developer. Such written application shall be made in the manner and form prescribed by two (2) complete set of Lot Development Plans as defined in Section 1.06 of these Declarations, and such other information as may be reasonably required by Developer. The authority given to Developer is for the purpose of determining whether the proposed improvement and development of a Lot is consistent with the terms and provisions of this Declaration, is consistent with and meets Developer's overall plans for improvement and development of the Real Estate and is compatible and consistent with the development of other Lots. In furtherance of the foregoing purposes, Developer is hereby given discretion as to matters related to location, building orientation, layout, design, architecture, color schemes and appearance in approving Lot Development Plans. Any house, building or other accessory structure plans included as a part of any application to Developer for required approvals shall set forth the color and composition of all exterior materials proposed to be used and any site plan submitted shall describe and detail all proposed landscaping and include any other material or information which Developer may reasonably require to be submitted to Developer shall be drawn to a scale of 1" = 10', or to such other scale as Developer may require.

Section 3.03 Liability of Developer: Neither Developer, nor any agents, successors or assigns, shall be responsible in any way for any defects in any plans, specifications or other materials submitted for review, whether or not approved by Developer, nor for any defects in any work done in accordance therewith. Developer shall not be liable to any person, firm, corporation or other legal entity aggrieved by Developer's exercise of (or failure to exercise) any of his powers as specified in Section 3.02 hereof, and shall have no liability whatsoever which is claimed or alleged to result, in whole or in part, upon refusal by Developer to approve Lot Development Plans submitted to Developer.

Section 3.04 Inspection: Developer, the Property Owners' Association or their assigns and the Hendricks County Plan Commission shall have the right to go upon any Lot, without being a trespasser, to inspect any work being performed thereon, in order to assure compliance with this Declaration and conformity with Lot Development Plans and with any other plans or submittals made, upon which any approvals required by this Declaration are based.

Section 3.05 Assignment of Duties: All of the duties, responsibilities and rights held by Developer under this Declaration shall be exercised and administered by Developer in good faith until such time, if any, as they may be assigned by Developer to the Architectural Review Board referenced by this Declaration or any other legal entity formed as a successor thereto. Any such assignment shall be at the option and sole discretion of Developer and may be made at any time.

ARTICLE IV

Association of Property Owners and Assessments

Section 4.01 Association of Property Owners: In order to provide for the continuing maintenance and administration of the Subdivision, there has been established an incorporated association of Owners of Lots in Hollaway Corner known as Hollaway Corner Homeowners Association, Inc. ("Property Owners' Association"). The Property Owners' Association will be governed according to the Articles of Incorporation filed with the Secretary of States office on September 20, 1995, and the By-laws of record executed on the same date. The Articles and By-laws may be amended from time to time. The Association shall be comprised of and limited in members to the Owners from time to time of the Lots within the Subdivision. Membership in the Property Owners' Association shall commence immediately upon becoming an Owner and continue for so long as ownership of a Lot or Lots continues. At such time as an Owner conveys title and ceases to be an Owner, membership in the Association shall terminate. A new Owner of a Lot shall automatically become a member. Although an Owner need not participate in the administration of the Subdivision, all Owners and the ownership of any Lot or Lots shall be subject to any and all rules and regulations duly established by the Property Owners' Association (as well as being subject to the rights of Developer and the terms and provisions of this Declaration) and

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shall be liable for the payment of all assessments levied by the Property Owners' Association. The Property Owners' Association may assign or otherwise transfer its rights, responsibilities and duties under this Declaration to any legal entity which may be formed as a successor thereof. Any such assignment or transfer shall be in writing and shall be effective when written evidence thereof is duly recorded with reference to this Declaration in the office of the Recorder of Hendricks County, Indiana.

Section 4.02 Rights and Duties of the Property Owners' Association: The Property Owners' Association shall be responsible for the following:

- a) Protection, surveillance and replacement of the Common Areas and signs within the Landscape Easements including, but not limited to, landscaping, maintenance and upkeep.
- b) Provide for the operation, management and maintenance of any facilities, located or to be located within the Common Areas and Landscape Easements.
- c) Association shall also obtain any insurance required by law to be maintained and such other insurance as Board shall from time to time deem necessary, advisable or appropriate, including but not limited to liability, officers' and directors' liability policies.
- d) Determination of general and special assessments levied against the Owners.
- e) Promulgation and enforcement of the rules and regulations in this Declaration or as otherwise duly promulgated by the Owners.
- f) Exercise of the powers vested in the Property Owners' Association by this Declaration or by Articles of Incorporation and By-Laws of any successor corporation thereto.

Section 4.03 Meetings of the Property Owners' Association and Voting Rights: Business of the Property Owners' Association shall be conducted at meetings of this Association. Meetings of the Association will be held in accordance with Article III of the By-Laws of the Association. As per the By-Laws, the Association shall have the following classes of membership with the following voting rights:

- a) **Class A:** Class A members shall be all Owners of Lots in the Subdivision with the exception of the Developer. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- b) **Class B:** The Class B member(s) shall be Developer. Developer shall be entitled to three (3) votes for each Lot of which it is the Owner. The Class B membership shall cease and terminate on the date upon which the Developer no longer owns any Lots in the Subdivision. The Developer shall not assign his rights under this section.

Section 4.04 Assessments: The Property Owners' Association shall have the power to levy uniform, general and special assessments against Lot Owner equally, without regard to the size of a Lot relative to any other Lot in the Subdivision.

Section 4.05 Creation of a Lien and Personal Obligation of Assessments: Developer hereby covenants and each Owner of each Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Property Owners' Association general and special assessments, such assessments to be established and collected as provided in this Article IV. Until paid in full, an assessment not paid when due,

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together with interest thereon (at a percentage rate per annum equal to the then current Indiana statutory maximum annual interest rate) and costs of collection (including reasonable attorneys' fees filing fees and court costs) shall be continuing lien upon the Lot against which such assessment is made. Each assessment, together with interest and costs of collection shall also become and remain, until paid in full, the personal obligation of the Owner at the time when the assessment first became due and payable. The Property Owners' Association may, at its option, bring a suit against the Owner (and if more than one, either jointly or severally) to recover a monetary judgment for any unpaid assessment without foreclosing the lien for such assessment or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Property Owners' Association shall be entitled to recover interest and the costs and expenses of such action, including, but not limited to, reasonable attorneys' fees and court costs.

Every Owner of a Lot and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified that such liens may exist upon the Lot and agree that such liens are valid and shall be paid.

Section 4.06 Purpose of Assessment: General or special assessments levied by the Property Owners' Association shall be used exclusively to exercise those powers and advance those purposes for which the Property Owners' Association has been formed by this Declaration.

Section 4.07 Basis for Assessment: Except as provided in Section 4.09 hereof, general or special assessments levied by the Property Owners' Association shall be assessed uniformly against each Lot (and the Owner(s) thereof), regardless of whether any such lot is improved or unimproved and without regard to the type of improvements constructed on any Lot, or the extent of use of the facilities and improvements for which any assessment, general or specified, is made.

Section 4.08 Annual Meeting, Adoption of Budget and General Assessment: Prior to February 15 of each year, the Association shall hold an annual meeting with notice to all Owners in the manner required by the By-Laws. At the annual meeting, the Owners shall elect a Board of Directors and shall adopt a proposed annual budget. The budget shall provide for allocation of anticipated expenses in such a manner that the obligations imposed by this Declaration will be met and shall further outline all anticipated expenses and obligations for the period covered thereby. Following approval of the budget, the Chairman and Secretary-Treasurer shall fix a uniform general assessment against each Lot (and the Owner(s) thereof) in an amount necessary to defray the expenses and obligations budgeted, together with an amount, if any, approved by the Owners to permit establishment of and/or contribution into a reserve account in order to defray anticipated future capital expenditures. Notice of the uniform general assessment shall be sent by the Secretary-Treasurer to each Lot Owner as soon as practicable following the annual meeting. Unless otherwise determined by majority vote of the Owners, the general assessment established shall be paid in full to the Secretary-Treasurer of the Property Owners' Association in one (1) installment on or before March 31 of the same year. Upon receipt of payment, the Secretary-Treasurer shall deposit the amounts in an account opened and maintained in the name of the Property Owners' Association at a state or national bank having its principal banking offices in either Brownsburg or Indianapolis, Indiana. Withdrawals from such account shall be made only upon the approval of both the Chairman and Secretary-Treasurer signing jointly, unless otherwise decided by the Owners in a vote, and only for a purpose or purposes set forth in this Declaration.

Section 4.09 Special Assessments: In addition to the general assessment, the Property Owners' Association may levy in any calendar year one (1) or more uniform special assessments against each Lot (and the Owner(s) thereof) for the purpose of defraying, in whole or in part, any unanticipated expenses or obligations or the costs of any construction major reconstruction, repair, replacement or maintenance of any capital improvement required, provided that the levy of any such special assessment must be approved by a majority of Owner(s) of the Lots who are voting in person or by written proxy at a special meeting of Owners duly called for such purpose, subject to written notice delivered in person or sent by first class United States mail at least ten (10) days in advance to each Owner of the time, place and purpose of such meeting. Following

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approval of the levy of any such special assessment, the vote of the Owner(s) of at least a majority of the Lots shall establish the date or dates any such special assessment shall become due, and the manner in which it shall be paid to the Secretary-Treasurer for deposit in the Property Owners' Association account established and maintained for use consistent with the purpose or purposes for which such special assessment was levied.

Section 4.10 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein against a Lot shall be subordinate to the lien of a recorded bona fide first mortgage covering such Lot and subordinate to any tax or special assessment lien of such Lot in favor of any governmental taxing or assessing authority. The sale or transfer of a Lot shall not affect the assessment lien. The sale or transfer of a Lot pursuant to bona fide mortgage foreclosure proceedings or any other bona fide proceeding in lieu thereof shall, however, extinguish the lien of such assessment as to any payment which became due prior to such sale or transfer. No such sale or transfer shall release a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.11 Duties of the Board of Directors of the Property Owners' Association: The Board of Directors of the Property Owners' Association shall have certain duties in addition to those set forth in the By-Laws. They shall attend to and handle the day to day affairs of the Property Owners' Association and such other duties delegated to them by the Owners. All acts taken and things done shall be measured by a standard of reasonableness and Board members shall not have any liability to an Owner(s) or the Property Owners' Association unless acting in bad faith in a manner inconsistent with the terms and provisions of this Declaration. Notwithstanding the foregoing, in no event (except in the case of a bona fide emergency involving a total expenditure not exceeding One Thousand Dollars (\$1,000.00) or such other amount from time to time established by the Owners), shall the Board of Directors have any right, privilege or authority to contract for, solicit, hire or otherwise obtain services or materials which are not included within and covered by the budget then applicable or which are otherwise funded by a special assessment levied in accordance with Section 4.09 hereof.

Section 4.12 Receipt For Payment: The Property Owners' Association shall, within twenty (20) days after demand made at any time, furnish a receipt in writing signed by the Secretary-Treasurer of the Property Owners' Association, specifying that the assessment respecting a Lot has been paid or that certain assessments remain unpaid, as the case may be. Such receipts shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V

Lot Development

Section 5.01 Lot Development: Prior to the development, improvement or alteration of, or the construction on or addition to, a Lot or Lots, the Owner(s) thereof shall first obtain written approval from Developer of the Lot Development Plans as required by Article III of this Declaration. Any improvement, development or alteration of a Lot or Lots, and any construction thereon or addition thereto, shall strictly comply with this Article V. In the event of a conflict between a set of duly approved Lot Development Plans and the terms and provisions of this Article V, the terms and provisions of Article V shall control.

Section 5.02 Type, Size and Nature of Construction Permitted: No single family dwelling house, garage, driveway, deck, patio, gazebo, fence, swimming pool, tennis court or other recreational facility permitted by this Declaration shall be erected, placed or altered on any Lot or in the common areas without the prior written approval of Developer or Home Owners Association. Such approval shall be obtained prior to the commencement of construction and shall be subject to the following minimum standards:

- a) No structure or building shall be erected, altered, placed, or permitted to remain on any

Lot other than one single family dwelling not exceeding two and one-half (2 ½) stories in height, one private attached garage for a minimum of two (2) vehicles, maximum of four, and such other structures related to swimming pools, tennis courts and other recreational facilities which are usual and incidental to the use of the Lot for a single family residential purposes.

- b) The minimum finished floor area of a dwelling house constructed on a Lot, exclusive of open or screened porches, attached garages and basements or below grade levels, shall be Sixteen Hundred (1,600) square feet in the case of a one story residence and Eighteen Hundred (1,800) square feet in the case of a multi-story residence.
- c) No single family dwelling house, garage or 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 Developer. No tent, basement, garage, barn or other structure shall be placed or constructed on any Lot at any time for use as either a 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.
- d) Outbuildings, including, but not limited to, mini-barns, storage sheds, pole barns, or indoor pools with track roofs or canvas dome covers are specifically prohibited in this Subdivision. Gazebos are permitted if design and location are approved by the Developer.
- e) The concrete or block foundation of any single family dwelling house or other structure constructed on a Lot shall be covered on the exterior with wood, brick or stone veneer so that no portion of the exterior thereof is left exposed above ground.
- f) All single story residences shall have brick or stone exteriors on the entire front and side elevations, excluding windows and doors. All residences constructed prior to the recordation of this Declaration that are nonconforming to this Section 5.02(f) shall be permitted.
- g) No house or other structure shall contain aluminum or vinyl siding. Further, no plywood or other sheets of wood with dimensions of four (4) foot by eight (8) foot may be used for exterior siding.
- h) No open loop geothermal heat pumps shall be allowed.
- i) Exterior paint must be a neutral earth tone; specifically excluded are shades of blue and yellow.

Section 5.03 Tree Preservation: Existing mature trees (having a trunk in excess of six (6) inches in diameter measured at a point three (3) feet from undisturbed ground) shall be preserved to the extent that the removal thereof is not mandatory in connection with the construction of an approved single family dwelling house unless the removal thereof is otherwise specifically approved by Developer or any such tree is dead or decayed and dangerous.

Section 5.04 Completion of Construction: All construction upon a Lot shall be completed in strict accordance with the Lot Development Plans approved by Developer. The exterior of any dwelling house built upon a Lot or combination of Lots shall be completed within six (6) months after the date of commencement of the foundation and the site graded and any areas to be covered with grass shall be seeded or sodded. Each Lot shall be kept and maintained in a sightly and orderly manner during the period of construction. All builders will be required to utilize and pay for a thirty (30) cubic yard trash receptacle for each home during period of construction in order to properly dispose of debris. Every builder or owner shall be required to furnish a Port-O-

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Let for their workers during construction. However, multiple builders or owners may combine to provide Port-O-Lets to their workers. During Construction, Owner is responsible for any damage to curbs previously installed in the Subdivision by Developer. In the event of damage to a curb by Owner, or Owners' builders, which requires said curb to be repaired or replaced, the Developer shall cause said curb to be replaced and the costs of repair shall be paid by the Owner causing said damage. Landscaping must be completed at the time of construction.

Section 5.05 Storage Tanks: No storage tanks, of any nature, for any use, shall be allowed on or be buried on any Lot.

Section 5.06 Mailboxes: Mailboxes shall be the cost of the Owner. All mailboxes installed throughout the Subdivision will be uniform and will be constructed and installed in a material suitable to Developer at his sole discretion. To the extent that mailboxes are constructed of brick or stone, the Developer and Owners hereby release the Town of Brownsburg from any and all liability due to mailbox damage caused by snowplows or other vehicles owned or operated under control of the Town. Mailboxes shall be maintained by Owner in good working order at all times.

Section 5.07 Driveways and Sidewalks: No Lot shall be permitted to contain more than one driveway and each Lot shall be allowed only one cut onto a public road or private roadway adjoining the property. A driveway constructed on any Lot to and from the Public road or private roadway shall be constructed and maintained so as to provide the sole means of ingress and egress to such Lots for vehicular traffic. Circular drives which provide more than one cut onto a public road or private roadway may be allowed upon approval of the Developer and the Town of Brownsburg.

The driveway on each Lot shall be cut and stone or gravel placed thereon prior to development or improvement of the Lot to the extent necessary to avoid the transmittal of mud from construction traffic to the Public Roads. Upon substantial completion of construction, each driveway shall be constructed of either hard mixed aggregate, concrete, brick or other material acceptable to Developer, excluding asphalt and paving.

Under no conditions shall driveways be constructed over curb inlets of the storm sewer system within the right-of-way of the public road or private roadway. No driveway shall be placed behind a curb containing these inlet grates.

Sidewalks shall be required and shall be constructed at the cost of Owner at the time of construction of the dwelling house. These shall be constructed in accordance with the specifications required by the Town of Brownsburg.

Section 5.08 Fences, Walls, Hedges or Shrub Plantings: No fence, wall, hedge or other screening shall be erected, placed, altered or permitted to remain on any Lot other than as approved (as to location, type, materials, design and height) by Developer under Article III of this Declaration. In no such situation shall these structures or plantings be placed within platted drainage and utility easements or within the right-of-way of a public street. Fences will be constructed of wood, rod iron, brick or stone and shall not exceed four feet (4') six inches (6") in height; however, fences constructed around swimming pools shall not exceed the minimum requirements permitted under state health and other state laws. No chain link, vinyl coated, plastic or wire fencing is permitted. No fence will be allowed on any lot adjoining the golf course, other than invisible fencing.

Section 5.09 Water Supply and Sewage Disposal Systems: Private water supply (wells) or sewage disposal systems (septic systems) are prohibited on all Lots in the Subdivision as the Subdivision will be served by the Town of Brownsburg.

Section 5.10 Ditches and Swales: The Owner of any Lot on which any part of a drainage

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ditch or swale is situated shall keep such portion thereof as may be situated upon his Lot or Lots continuously unobstructed and in good repair, and shall provide for the installation of such culverts upon said Lots as may be reasonably necessary to accomplish the purposes of this subsection, all at each Owner's own cost and expense.

Section 5.11 Ponding and Runoff: No owner shall cause or permit any pond to be created on any Lot, including without implied limitation, from any swale, ditch, stream or creek located on the Real Estate. Further, each owner shall prevent water run-off and the depositing of soil and mud from the Lot onto the street through the use of silt fences installed during the home building process. To the extent that an Owner permits, causes or allows mud to enter onto the streets or private roadways in the Subdivision, during construction or otherwise, the Developer reserves the right to clean the streets and bill or assess the Owner for said costs. The Owner shall pay or reimburse to Developer the reasonable charge for street cleaning and maintenance within thirty (30) days after being billed or assessed thereto.

Except for necessary excavation and grading in connections with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Developer. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Developer.

Section 5.12 Antenna Discs or Other Similar Structures: No exposed radio, cable or television antenna and/or dish larger than 18 inch in diameter shall be permitted within the Subdivision.

Section 5.13 Compacted Fill Material On Lots: Lots may contain compacted fill material. This soil, although it has been properly compacted, may not contain similar engineering properties of undisturbed soil for the purpose of foundation construction. Owners shall be solely responsible for soil compaction, or lack thereof, and each Owner shall hereby relieve the Developer of any and all responsibility or liability for disturbed or undisturbed soil as it relates to the Owner's construction process. Developer makes no promises, representations or warranties, either express or implied, as to the nature, quality or compaction of the soil on any individual Lot as each Owner is responsible for testing and determining the quality and characteristics of soil on their respective Lot.

Section 5.14 Playground Equipment: Any and all playground equipment shall be made of wood as its primary building material. In no event shall any playground equipment be allowed that uses metal or plastic as its primary building material. Playground equipment shall not be placed or located forward of the rear line of the house on any Lot.

Section 5.15 Clotheslines: There shall be no outside clotheslines.

Section 5.16 Construction Equipment: Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent Developer or Owner from constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonably necessary to facilitate such construction.

ARTICLE VI

Use and Maintenance of Lots

Section 6.01 Vehicle Parking: No vehicle of more than one ton hauling capacity shall be parked on any Lot except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be

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permitted to remain on any Lot unless kept within a garage. No vehicle of any kind shall park on any road or on any Lot in this subdivision for more than twenty-four (24) hours. No vehicles shall be parked to park in front of mailboxes

Section 6.02 Home Occupations: Home occupations shall be permitted only in accordance with the Brownsburg Zoning Ordinance and by approval of the Board of Zoning Appeals for the Town of Brownsburg. However, no signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

Section 6.03 Signs: No signs of any kind shall be displayed to public view on any Lot except that one two-sided sign (not exceeding six (6) square feet per side) may be displayed at any time for the purpose of (i) advertising the property for sale or rent, or (ii) a builder to advertise during construction, provided that, said sign is submitted and approved in writing by Developer.

Section 6.04 Maintenance of Tracts and Improvements: The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, each such Owner shall:

- a) Mow the Lot or Lots at such times as may be reasonably required;
- b) Remove all debris or rubbish;
- c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance;
- d) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly.

Section 6.05 Animals: Only dogs, cats and similar animals generally and customarily recognized as household pets, not exceeding in the aggregate three (3) in number may be kept or maintained on any Lot as household pets. All animals kept or maintained on any lot in this Subdivision shall be kept reasonably confined by means of leash, invisible fencing, or other product similar thereto, so as not to become an annoyance or nuisance. No animal shall be kept or maintained on a Lot for commercial purposes or primarily for breeding purposes. All Owners shall clean up after their pet on all Lots, Common Areas and Easements within the subdivision. No dog runs are permitted within the subdivision.

Section 6.06 Garbage, Trash and Other Refuse: The outside burning of garbage or other refuse shall not be permitted on any Lot, nor shall any outside accumulation of refuse or trash be permitted on any Lot. In no event shall any Owner allow a trash or recycling receptacle to remain outside for longer than a twenty-four (24) hour period of time.

Section 6.07 Nuisances: No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or another Owner.

Section 6.08 Maintenance of Undeveloped and Unoccupied Lots: Owners of undeveloped or unoccupied Lots shall at all times keep and maintain such Lots in an orderly manner, causing weeds and other growths to be reasonably cut and shall prevent the accumulation of rubbish and debris thereon.

Section 6.09 Yard Lighting: Each Owner shall install and maintain a working yard lighting having a minimum height of at least five (5) feet above finishing grade in the front yard of the home, between the platted building setback line and the street right-of-way. The type, style and location of said yard light shall be subject to the approval of Developer and in accordance with the style and elevation of the house.

Requested By: MIKE R 08/23/2006

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ARTICLE VII**Easements & Street Signs**

Section 7.01 Easements: The strips of ground shown on the survey of Lots designated Drainage and Utility Easements ("DE" or "UE" or "D&UE") either separately or together, are hereby created for the use (including required ingress and egress necessary as a part thereof) of public utility companies, governmental agencies, police, fire, ambulance and other emergency vehicles, and the Owners of the Lots herein as follows:

- a) **"Drainage Easements"** (D.E.) 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 this and adjoining ground and/or the public drainage system. No structures, including fences, shall be built on a Drainage Easement which obstruct flow from the area being served, nor shall any changes be made in the finished grade elevations of any Lot, whether in connection with the construction of improvements thereon or otherwise, so as to modify, alter or change the location or depth of any drainage swales, ditches or creeks located within any such Drainage Easement without the approval of all Federal, State, County or Municipal authorities from whom approvals are required by law, or which would in any way prohibit, impede, restrict or alter the natural flow of surface water drainage.
- b) **"Utility Easements"** (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, operation and maintenance of mains, ducts, poles, lines and wires necessary to provide utility service to a Lot or Lots, subject to the condition that following any installation or maintenance, the affected area within such Utility Easement shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having such work performed.
- c) **"Drainage and Utility Easements"** (D.&U.E.) represents a combination of both a Drainage and a Utility Easement.
- d) **"Landscape Easements"** (L.E.) are designated and described as areas created for the specific purpose to allow the Developer to install signage at the entrances to the Subdivision, as well as natural vegetative plantings and screening. The entrance signs shall be maintained by the Property Owners' Association. No sheds, barns, tennis courts, swimming pools, fences, improvements or structures of any type are allowed within the Landscape Easement. Further, no vegetation, trees or plant life shall be removed or cut in the Landscape Easement unless otherwise approved by the Developer or Property Owners' Association or unless such plant life is dead or decayed and dangerous.

The Owners shall take title to the Lots subject to the foregoing easements rights in, along and through the strips of ground properly designated as hereinabove set forth on the recorded survey of the Lots for the purposes herein stated.

Section 7.02 Street Signage: Street signs including street names and stop signs have been installed with above grade materials as determined by the Town of Brownsburg. Replacement of any signage will be the responsibility of the Developer and when the development is relinquished to Homeowners Association it will then be the Associations responsibility and cost to maintain.

ARTICLE VIII**General**

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Section 8.01 Waiver of Damages: Neither the Developer, their nominees, representatives or designees, shall be liable for any claim for damages whatsoever arising out of or by reason of any acts taken (or not taken) or things done or performed (or not done or performed) pursuant to any authorities reserved, granted or delegated pursuant to this Declaration.

Section 8.02 Enforcement: Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, the Developer, Architectural Control Committee and Home Owners Association may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or fail to construct sidewalks in accordance with these restrictive covenants, the Developer, Committee and/or Association shall have the right, but not the obligation, by and through its agents and employee contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Developer, Committee and/or Association shall be collected in any reasonable manner from the Owner. Neither the Committee nor Association nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Developer, Committee and/or Association, such charge has remained due and payable for an unreasonable long period of time, the Developer, Committee and/or Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Developer, Committee and/or Association in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be

The Developer, Committee nor Association assumes no liability, jointly or severally, for decisions rendered pursuant to these covenants.

Section 8.03 Severability: The provisions of this Declaration shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained herein.

Section 8.04 Non-Liability of Developer: Developer shall not have any liability to an Owner or to any person or entity with respect to drainage on, over, under or through a Lot. Upon the improvement and development of a Lot, the proper handling of storm and surface water drainage shall be the responsibility of the Owner of such Lot, and each Owner by the acceptance of a deed to a Lot, shall be deemed to and does thereby release and forever discharge Developer from, and shall indemnify and hold harmless Developer against, any and all liability arising out of or in connection with the handling, discharge, transmission, accumulation or control of storm or surface water drainage to, from, over, under or through the Lot described in such deed.

Requested By: MIKE R 08/23/2006

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Section 8.05 Binding Effect: This Declaration, and the covenants, conditions and restrictions herein contained shall be binding upon Developer, each Owner and any person, firm, corporation or other legal entity now or hereafter claiming an interest in any Lot and their or its respective successors or assigns.

Section 8.06 Duration: This Declaration and the restrictions imposed hereby shall run with the Real Estate and shall be binding on all Owners and all persons claiming under them for an initial period of twenty-five (25) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of the initial period of any period they are amended or changed.

Section 8.07 Amendments to Declaration: This Declaration may be amended or changed at any time with written approval by sixty six and two-thirds percent (66-2/3%) of all Owners herein. However, any amendments to Section 5.02(b) regarding minimum finished floor area shall require unanimous consent of all Owners herein. No amendment hereto shall become binding and effective until the date of recordation in the Office of the Recorder of Hendricks County, Indiana.

Section 8.08 Consent and Acceptance: The undersigned understand that the Prior Declaration requires unanimous written consent of all Owners herein to release said Prior Declaration and to further subject all Lots within Hollaway Corner, Sections I and II, to these Declarations. The undersigned agree and covenant to subject their Lot to these Declarations and have said Declarations run with their Lot(s) notwithstanding the lack of unanimous consent of all Owners within Hollaway Corner, Sections I and II. This Declaration can be executed and effective as to each Lot either by execution of this Declaration which shall be recorded in the office of the Hendricks County Recorder or a Supplemental Declaration executed and recorded in the future. Said Supplemental Declaration shall refer to this Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be effective as of the day and in the year first above written.

**Hollaway Corner
Sections I & II Lot #**

1	<u>Richard C. Gardner, Jr.</u> Richard C. Gardner, Jr.	<u>Rebecca J. Gardner</u> Rebecca J. Gardner
2	<u>Sue A. Vyzral</u> Sue A. Vyzral	<u>Mark E. Vyzral</u> Mark E. Vyzral
08	<u>Joe Worrell</u> Joe Worrell	<u>Susan Worrell</u> Susan Worrell
4	<u>Rick D. Bratcher</u> Rick D. Bratcher	<u>Linda A. Bratcher</u> Linda A. Bratcher
5	<u>Greg A. Goff</u> Greg A. Goff	<u>Sarah A. Goff</u> Sarah A. Goff
6	<u>Tom R. Christman</u> Tom R. Christman	<u>Richard L. Christman</u> Richard L. Christman
7	<u>William E. Lemon</u> William E. Lemon	<u>Sheri L. Lemon</u> Sheri L. Lemon
03	<u>Darren Scott Sears</u> Darren Scott Sears	<u>Wenomi K. Sears</u> Wenomi K. Sears

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9 *David A. Woods*
David A. Woods

Denise A. Woods
Denise A. Woods

10 *Jeffrey L. Rose*
Jeffrey L. Rose

Kerrie L. Rose
Kerrie L. Rose

11 *William W. Wilhite*
William W. Wilhite

Carol A. Wilhite
Carol A. Wilhite

12 *Sharon L. Cloyd*
Sharon L. Cloyd

Jim R. Cloyd
Jim R. Cloyd

13 *Belinda A. Sullivan*
Belinda A. Sullivan

Will A. Sullivan
Will A. Sullivan

14 *Ralph E. Boberg*
Ralph E. Boberg

Ruth Y. Boberg
Ruth Y. Boberg

15 Hollaway Hills Associates, Inc.

By: *Mark E. Sanders*
Mark E. Sanders, President

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Mark E. Sanders, President

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Mark E. Sanders, President

18 Hollaway Hills Associates, Inc.

By: *Mark E. Sanders*
Mark E. Sanders, President

19 *Russell L. Hollaway*
Russell L. Hollaway

Dona R. Roberts
Dona R. Roberts

20 *Marie F. King*
Marie F. King

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Mark E. Sanders, President

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Mark E. Sanders, President

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Mark E. Sanders, President

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James Ronald Powers

David C. McCormick

30

Jeffrey S. Linn

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Marie Louise Kanach

32

Bradley A. Fulbright

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Hollaway Hills Associates, Inc.

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Hollaway Hills Associates, Inc.

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Hollaway Hills Associates, Inc.

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Dave E. Prater

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Emmett T. King, Jr.

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George L. Murphy, Jr.

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Gary M. Campbell

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42

David DeFee

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41

Kevin A. Steuerwald

43

Barbara L. Williams

44

George L. Murphy, JR.

45

Connie F. McAfee

Deanna S. McCormick

Carol S. Linn

Melissa A. Fulbright

Sharon J. Prater

Jennifer D. King

Ann Marie Murphy

Linda S. Campbell

Linda DeFee

Stacey M. Steuerwald

Robert D. Williams

Ammy Marie Murphy

Gregg A. McAfee

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46 *Elizabeth M. McIntyre*
 Elizabeth M. McIntyre

47 *Paula L. Stucker*
 Paula L. Stucker

48 Hollaway Hills Associates, Inc. By: *Mark E. Sanders*
 Mark E. Sanders, President

49 *Mary Ellen Rinks*
 Mary Ellen Rinks

50 *Dianna M. Capes*
 Dianna M. Capes

51 LATTIMER CUSTOM BUILDERS INC. By: *Scott Lattimer*
 Lattimer Custom Builders, Inc.

52 *Linmarc Homes, Inc.* By: *Mark E. Sanders*
 Linmarc Homes, Inc.

53 *Rebecca Heidinger*
 Rebecca Heidinger

54 *Debra L. Schmidt*
 Debra L. Schmidt

55 *Cheryl A. Wickman*
 Cheryl A. Wickman

56 *Claudia J. Dickerson*
 Claudia J. Dickerson

57 *Marchsa B. Cassels*
 Marchsa B. Cassels

58 Hollaway Hills Associates, Inc. By: *Mark E. Sanders*
 Mark E. Sanders, President

59 No such lot #

60 No such lot #

61 No such lot #

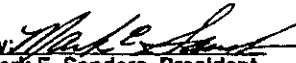

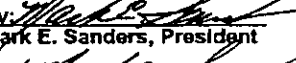







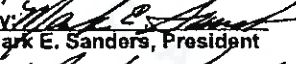
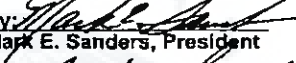
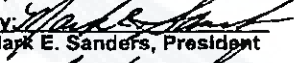
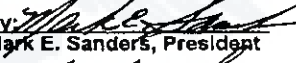



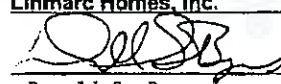
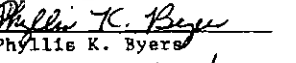
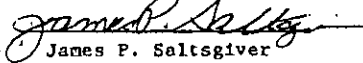
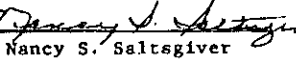
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 Mark E. Sanders, President

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Mark E. Sanders, President
- 81 Hollaway Hills Associates, Inc. By: 
Mark E. Sanders, President
- 82 Linmarc Homes, Inc. By: 
Mark E. Sanders, President
- 83 
Donald S. Byers By: 
Phyllis K. Byers
- 84 
James P. Saltgiver By: 
Nancy S. Saltgiver

Requested By: MIKE R 08/23/2006

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Florence Lanham
Florence Lanham

86

Greg Thomas
Greg Thomas

87

Dirk J. Smith
Dirk J. Smith

88

Hollaway Hills Associates, Inc.

By: *Mark E. Sanders*
Mark E. Sanders, President

89

Norman Sears

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 6th day of October, 1999.

My Commission expires:

Brenda J. Fleece
Signature of Notary Public

County of Residence:

Printed Name of Notary Public

