

STONEY BROOK GROVE

SECTION 2 PLAT

STONEY BROOK GROVE SECTION 2 PLAT COVENANTS, CONDITIONS AND RESTRICTIONS

1. THE UNDERSIGNED THE C. P. MORGAN CO., INC. BY WILLIAM B. BLAKE, EXECUTIVE VICE-PRESIDENT FOR AND BEHALF OF SAID THE C. P. MORGAN CO., INC., AS OWNER OF THE WITHIN DESCRIBED REAL ESTATE, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT, THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS STONEY BROOK GROVE SECTION 2, A SUBDIVISION IN JOHNSON COUNTY, WHITE RIVER TOWNSHIP, INDIANA.
2. PUBLIC STREETS: THE STREETS AND PUBLIC RIGHT-OF-WAYS SHOWN HEREON, SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED TO THE PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE GOVERNMENTAL BODY HAVING JURISDICTION.
3. RESIDENCE LIMITATIONS: NO TRAILER, SHACK, TENT, BOAT, BASEMENT, GARAGE OR OTHER OUTBUILDING MAY BE USED AT ANY TIME AS A RESIDENCE, TEMPORARY OR PERMANENT, NOR MAY ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.
4. ATTACHED GARAGE AND STORAGE: NO GARAGE SHALL BE ERRECTED ON ANY LOT HEREIN WHICH IS NOT PERMANENTLY ATTACHED TO THE RESIDENCE, AND NO UNENCLOSED STORAGE AREA SHALL BE ERRECTED, NO ENCLOSED STORAGE AREA SHALL BE ERRECTED ON ANY LOT HEREIN WHICH IS NOT PERMANENTLY ATTACHED TO THE RESIDENCE.
5. TEMPORARY STRUCTURES: NO TRAILERS, SHACKS, OUTHOUSES, DETACHED STORAGE SHEDS OR TOOL SHEDS OF ANY KIND SHALL BE ERRECTED OR SITUATED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER DURING THE CONSTRUCTION OF A RESIDENTIAL BUILDING ON THE PROPERTY, WHICH TEMPORARY CONSTRUCTION STRUCTURES SHALL BE PROMPTLY REMOVED UPON COMPLETION OF CONSTRUCTION OF THE BUILDING.
6. BUILDING LOCATION: NO BUILDING OR STRUCTURE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LOT LINE (CORNER LOTS) THAN THE MINIMUM BUILDING SETBACK LINES AS SHOWN ON THE WITHIN PLAT.
7. DRAINAGE, UTILITY AND SEWER EASEMENTS: THERE ARE STRIPS OF GROUND AS SHOWN ON THE WITHIN PLAT MARKED "D.U. & S.E." (DRAINAGE, UTILITY AND SEWER EASEMENT) AND "TRANSMISSION LINE EASEMENT" WHICH ARE RESERVED FOR THE NONEXCLUSIVE USE OF PUBLIC UTILITY COMPANIES, INCLUDING CABLE TELEVISION COMPANIES, BUT NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF MAINS, DUCTS, POLES, LINES, WIRES, SEWERS AND DRAINS, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES, AND TO THE EASEMENTS HEREBY RESERVED, NO PERMANENT OR OTHER STRUCTURES SHALL BE ERRECTED OR MAINTAINED ON SAID STRIPS EXCEPT FOR FENCES, PATIOS, DECKS, DRIVEWAYS AND WALKWAYS, THE OWNERS OF SUCH LOTS IN THIS ADDITION, HOWEVER, SHALL TAKE THEIR TITLE SUBJECT TO THE NONEXCLUSIVE RIGHTS OF THE PUBLIC UTILITIES AND OTHER OWNERS OF SAID LOTS IN THIS ADDITION TO SAID EASEMENTS HEREBY GRANTED FOR INGRESS AND EGRESS IN, TO BOTH FRONTAGES ON CORNER LOTS).
8. THERE SHALL BE TEN (10) FOOT DRAINAGE, UTILITY AND SEWER EASEMENT ON THE FRONT OF EACH LOT UNLESS OTHERWISE NOTED (SAID 10' D.U. & S.E. APPLIES TO BOTH FRONTAGES ON CORNER LOTS).
9. DRAINAGE EASEMENTS: THERE ARE AREAS OF GROUND ON THE PLAT MARKED "DRAINAGE EASEMENTS", THE DRAINAGE EASEMENTS ARE HEREBY CREATED AND RESERVED: (1) FOR THE USE OF DEVELOPER DURING THE DEVELOPMENT PERIOD, AS SUCH TERM IS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONEY BROOK GROVE (DECLARATION), FOR ACCESS TO AND INSTALLATION, REPAIR OR REMOVAL OF A DRAINAGE SYSTEM, EITHER BY SURFACE DRAINAGE, OR APPROPRIATE UNDERGROUND INSTALLATIONS, FOR THE REAL ESTATE AND ADJOINING PROPERTY AND (2) FOR THE NONEXCLUSIVE USE OF THE ASSOCIATION, AS DEFINED IN THE DECLARATION, THE JOHNSON COUNTY DRAINAGE BOARD OR ANY OTHER APPLICABLE GOVERNMENTAL AUTHORITY FOR ACCESS TO AND MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH DRAINAGE SYSTEM AND COMMON AREAS, PROVIDED, HOWEVER, THAT THE OWNER OF ANY LOT IN THE SUBDIVISION SUBJECT TO A DRAINAGE EASEMENT SHALL BE REQUIRED TO KEEP THE PORTION OF SAID DRAINAGE EASEMENT ON HIS LOT FREE FROM OBSTRUCTIONS SO THAT THE SURFACE WATER DRAINAGE WILL BE UNIMPEDED, THE DELINEATION OF THE DRAINAGE EASEMENT AREAS ON THE PLAT SHALL NOT BE DEEMED A LIMITATION ON THE RIGHTS OF ANY ENTITY FOR WHOSE USE ANY SUCH EASEMENT IS CREATED AND RESERVED TO GO ON ANY LOT SUBJECT TO SUCH EASEMENT TEMPORARILY TO THE EXTENT REASONABLY NECESSARY FOR THE EXERCISE OF THE RIGHTS GRANTED TO BY THIS PARAGRAPH, NO PERMANENT OR OTHER STRUCTURES SHALL BE ERRECTED OR MAINTAINED ON SAID DRAINAGE EASEMENTS EXCEPT FOR FENCES, PATIOS, DECKS, DRIVEWAYS AND WALKWAYS.

10. PRESERVATION LANDSCAPE ZONE: A 30 FOOT DEEP PRESERVATION LANDSCAPE ZONE EXISTS ALONG THE NORTHERN PROPERTY LINE OF STONEBROOK GROVE. NO PERMANENT OR SEMI-PERMANENT STRUCTURAL IMPROVEMENTS, SUCH AS SWING SETS, MAY BE PLACED WITHIN THIS AREA. THIS AREA MUST REMAIN IN ITS NATURAL UNDISTURBED STATE EXCEPT FOR STORM WATER DRAINAGE IMPROVEMENTS.
11. COMMON AREA: THESE AREAS OF GROUND ON THE PLAT MARKED "COMMON AREA". THE COMMON AREAS ARE HEREBY CREATED AND RESERVED:
 - I SOLELY FOR THE COMMON VISUAL AND AESTHETIC ENJOYMENT OF THE OWNERS;
 - II FOR THE USE BY DEVELOPER DURING THE DEVELOPMENT PERIOD FOR THE INSTALLATION OF RETENTION AND DETENTION PONDS OR LAKES, ENTRWAYS AND PLAYGROUNDS;
 - III FOR THE USE AS RETENTION AND DETENTION PONDS OR LAKES, ENTRWAYS AND PLAYGROUNDS; AND,
 - IV FOR THE OWNERSHIP AND USE OF THE ASSOCIATION FOR THE MANAGEMENT AND CONTROL OF RETENTION AND DETENTION PONDS OR LAKES, ENTRWAYS AND PLAYGROUNDS AND THE INSTALLATION, MAINTENANCE AND REPAIR OF IMPROVEMENT THERE TO.
12. SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE OR SHRUB PLANTING ABOVE THE STREET, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES, AND A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY, PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF THE SIGHT LINE.
13. DRIVEWAYS: ALL DRIVEWAYS WILL BE PAVED BY THE BUILDER AT THE TIME OF ORIGINAL CONSTRUCTION. MAINTENANCE OF DRIVEWAYS THEREAFTER, INCLUDING ANY RESURFACING OR REPAIRING, SHALL CONFORM WITH AND BE UNIFORM TO THE SURFACE PROVIDED AT THE TIME OF ORIGINAL CONSTRUCTION.
14. SIDEWALKS: EACH RESIDENCE CONSTRUCTED ON A LOT SHALL HAVE A CONTINUOUS SIDEWALK FROM THE DRIVEWAY TO THE FRONT PORCH.
15. SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT THAT ONE SIGN OF NOT MORE THAN SIX (6) SQUARE FEET MAY BE DISPLAYED AT ANY TIME FOR THE PURPOSE OF ADVERTISING THE PROPERTY FOR SALE OR RENT, EXCEPT DEVELOPER MAY USE LARGER SIGNS DURING THE SALE AND DEVELOPMENT OF THIS SUBDIVISION.
16. ANIMALS: NO FARM ANIMALS, BOWLS OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES SHALL BE KEPT OR PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION, NO NOXIOUS, UNLAWFUL OR OTHERWISE OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
17. MOTOR VEHICLES AND TRAILERS: ALL MOTOR VEHICLES BELONGING TO MEMBERS OF A HOUSEHOLD SHALL HAVE PERMANENT PARKING SPACES IN GARAGES OR DRIVEWAYS AND NO DISPLAYED VEHICLE SHALL BE OPENLY STORED ON ANY RESIDENTIAL LOT, ONLY PASSENGER CARS, STATION WAGONS OR SMALL TRUCKS (PICKUPS, VANS) OF A SIZE NOT LARGER THAN MAY BE PARKED WITHIN THE GARAGE SHALL BE REGULARLY PARKED ON OR ADJACENT TO A LOT. ALSO NO BOAT, TRAILER, OR MOTOR HOME OF ANY KIND (INCLUDING, BUT NOT IN LIMITATION THEREOF, HOUSE TRAILERS, CAMPER TRAILERS OR BOAT TRAILERS) SHALL BE KEPT OR PARKED UPON SAID LOT EXCEPT WITHIN A GARAGE OR OTHER APPROVED STRUCTURE.
18. TRASH AND WASTE: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR TRASH, RUBBISH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT CLEAN AND SHALL NOT BE STORED ON ANY LOT IN OPEN PUBLIC VIEW. ALL RUBBISH, GARBAGE OR OTHER WASTE SHALL BE REGULARLY REMOVED FROM A LOT AND SHALL NOT BE ALLOWED TO ACCUMULATE THEREON.

1. STORAGE TANKS: ANY GAS OR OIL STORAGE TANKS USED IN CONNECTION WITH A LOT SHALL BE EITHER BURIED OR LOCATED IN A GARAGE OR HOUSE SUCH THAT THEY ARE COMPLETELY CONCEALED FROM PUBLIC VIEW.
2. ANTENNAS: NO ANTENNA IN THIS SUBDIVISION SHALL EXCEED FIVE (5) FEET ABOVE A ROOF PEAK.
3. SATELLITE DISHES: NO SATELLITE DISHES SHALL BE INSTALLED OR PERMITTED IN THIS SUBDIVISION.
4. GUTTERS AND DOWNSPOUTS: ALL GUTTERS AND DOWNSPOUTS IN THIS SUBDIVISION SHALL BE PAINTED OR OF A COLORED MATERIAL OTHER THAN GREY GALVANIZED.
5. AWNINGS: NO METAL, FIBERGLASS OR SIMILAR TYPE MATERIAL AWNINGS OR PATIO COVERS SHALL BE PERMITTED IN THIS SUBDIVISION.
6. SWIMMING POOLS: NO ABOVE-GROUND SWIMMING POOLS SHALL BE PERMITTED IN THIS SUBDIVISION.
7. SOLAR HEAT PANELS: NO SOLAR HEAT PANELS SHALL BE PERMITTED ON ROOFS OF ANY STRUCTURES IN THIS SUBDIVISION. ALL SUCH PANELS WILL BE ENCLOSED WITHIN A FENCED AREA AND SHALL BE CONCEALED FROM THE VIEW OF NEIGHBORING LOTS AND THE STREETS.
8. MODULAR HOMES, MODULAR HOMES SHALL NOT BE PERMITTED IN THE SUBDIVISION.
9. STREET ACCESS: ALL LOTS SHALL BE ACCESSED FROM THE INTERIOR STREETS OF THE SUBDIVISION. NO ACCESS IS PERMITTED FROM MAIN STREET.
10. DRAINAGE SWALES: DRAINAGE SWALES (DITCHES) ALONG DEDICATED ROADS AND WITHIN THE RIGHT-OF-WAY OR ON DEDICATED EASEMENTS, ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE GREENWOOD BOARD OF PUBLIC WORKS & SAFETY. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASSWAYS, OR OTHER NONERODING SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVERS MAY BE CONSTRUCTED OVER THESE SWALE OR DITCHES ONLY WHEN APPROPRIATE SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE B.P.W. & S.
11. ANY PROPERTY OWNER ALTERING, CHANGING, DAMAGING, OR FAILING TO MAINTAIN THESE DRAINAGE SWALES OR DITCH WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, THE B.P.W. & S WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED AND THE BILL FOR SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT. FAILURE TO PAY WILL RESULT IN A LIEN AGAINST THE PROPERTY.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE CIP MORGAN CO., INC., WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS ITS VOLUNTARY ACT AND DEED AND AFFIRMED THEIR

STATE OF INDIANA)
COUNTY HAMILTON)

SS:

WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT
William B. Blake
CIP MORGAN CO., INC.

IN WITNESS WHEREOF, CIP MORGAN CO., INC., BY WILLIAM B. BLAKE, EXECUTIVE VICE PRESIDENT, HAVE HEREUNTO CAUSED THEIR NAMES TO BE SUBSCRIBED THIS 4 DAY OF OCTOBER, 1990. 119911

34. THESE PLAT RESTRICTIONS WHEREIN SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT # IN THE OFFICE OF THE RECORDER, JOHNSON COUNTY, INDIANA, SHALL REMAIN IN FULL FORCE AND EFFECT. IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART, INVALIDATION OF ANY OF THE COVENANTS BY JUDGMENT OF COURT OR ORDER OF THE MAJORITY OF THE OWNERS OF THE LOTS, IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART, COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TWENTY-FIVE (25) YEARS FROM RECORDING DATE, AT WHICH TIME SAID THEM. THESE COVENANTS SHALL BE IN FULL FORCE AND EFFECT FOR A PERIOD OF WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER TERM. THE WITHIN COVENANTS, LIMITATIONS, AND RESTRICTIONS ARE TO RUN EXCEPT LOTS 140 THROUGH 150 WHICH SHALL NOT BE LESS THAN 1800 SQUARE FEET.
1. THERE SHALL BE A THIRTY (30) FOOT PRESERVATION LANDSCAPE PLANTING RECORDING THE NORTH LINE OF STONEYBROOK GROVE. HOMES SHALL CONSIST OF NO LESS THAN 1200 SQUARE FEET OF LIVING AREA EXCEPT LOTS 140 THROUGH 150 WHICH SHALL NOT BE LESS THAN 1800 SQUARE FEET.
THE REAL ESTATE OF STONEYBROOK GROVES ZONED R-2 AND R-2A RESIDENTIAL SINGLE FAMILY USE. THE REAL ESTATE IS SUBJECT TO ZONING COMMITMENTS APPROVED ON JANUARY 1, 1989, DESCRIBED AS FOLLOWS:

32. DEVELOPMENT STANDARDS:

31. THE GREENWOOD PLANNING COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE GREENWOOD PLANNING COMMISSION. PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE GREENWOOD PLANNING COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLANNING COMMISSION OF BOARD OF ZONING APPEALS.
30. ENFORCEMENT: THE RIGHT TO ENFORCE THE WITHIN PROVISIONS, RESTRICTIONS AND COVENANTS BY INJUNCTION WITH THE RIGHT TO CAUSE REMOVAL BY DUE PROCESS OF LAW OF ANY SEPTIC TANK ABSORPTION BED OR STRUCTURE RECORDED OR MAINTAINED IN VIOLATION THEREOF IS HEREBY DEDICATED AND RESERVED TO THE OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION, THEIR HEIRS AND ASSIGNS, AND WHO SHALL BE ENTITLED TO SUCH REMEDY WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO ANY SUCH OWNER OR OWNERS BY OR THROUGH ANY SUCH VIOLATION OR ATTEMPTED VIOLATION.
29. FENCES: NO FENCE SHALL BE HIGHER THAN SIX (6) FEET, NO FENCING SHALL EXTEND FORWARD OF THE FURTHEST BLACK FRONT CORNER OF THE RESIDENCE. CHAIN LINK FENCES MUST HAVE A BROWN OR BLACK FINISH AND ALL WOOD FENCES SHALL BE PAINTED OR STAINED IN A COLOR COMPATIBLE WITH THE COLOR OF THE RESIDENCE. NO FENCES, EXCEPT THOSE FENCES INSTALLED INITIALLY BY THE DEVELOPER OR OWNER, NOT EXCEEDING FOUR (4) FEET IN HEIGHT AND NOT PAINTED OR FINISHED FROM THE STREET, SHALL BE RECORDED WITHOUT THE WRITTEN CONSENT OF THE DEVELOPMENT CONTROL COMMITTEE.

1. C. P. Morgan Statement
2. Public Streets.
3. Residence Limitations.
4. Attached Garage and Storage.
5. Temporary Structures.
6. Building Location.
7. Drainage, Utility and Sewer Easements.
8. Ten Foot Set Back.
9. Drainage Easements.
10. Preservation Landscape Easement.
11. Common Area.
12. Limited Common Areas.
13. Sight Distance at Intersections.
14. Driveways.
15. Sidewalks.
16. Signs.
17. Animals.
18. Motor Vehicles and Trailers.
19. Trash and Waste.
20. Storage Tanks.
21. Antennas.
22. Satellite Dishes.
23. Gutters and Downspouts.
24. Awnings.
25. Swimming Pools.
26. Solar Heat Panels.
27. Modular Homes.
28. Street Access.
29. Drainage Swales.
30. Alerting Swales.
31. Fences.
32. Enforcement.
33. Greenwood Planning Commission.
34. Development Standards.
35. Terms.
36. Definitions.
37. Organization of Association.
38. General Duties of the Association.
39. Amendment of the Declaration.
40. Insurance.
41. Fidelity Bond.
41. Condemnation, Destruction.
42. Mortgagee's Rights.
43. Power of the Committee.
44. Powers of Disapproval.
45. Duties of the Committee.
46. Liability of the Committee.
47. Inspection.
48. Rules Governing Buildings on Several Contiguous Lots having One Owner.
49. Remedies.
50. Delay or Failure to Enforce Covenants for Maintenance Assessments and Purpose of.
51. Covenants for Maintenance Assessments.
52. Liability for Assessment.
53. Pro-Rata Share.
54. Basis of Annual Assessments.
55. Basis of Special Assessments.
56. Fiscal Year - Date of Commencement.
57. Duties of the Association.
58. Non-Payment of Assessments.
59. Remedies of Association.
60. Adjustments.
61. Effects of Becoming an Owner.
62. Control of the Lake and the Common Areas - Control by The Board.
63. Conditions.
64. Restriction, Covenants and Regulation on Use.
65. Non-Applicability to Association.
66. Amendment of the Declaration.
67. Severability.

Stonebrook-Grove Home Owners Association
 Plat Covenants, Conditions and Restrictions Index

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