

Covenants

For

Worthington Estates

13 pages

Hamilton County

9426918
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WORTHINGTON ESTATES

The undersigned, Langston Development Company, Inc., the owner of the real estate shown and described herein, do hereby certify that they have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. The following restrictions, Eriations and covcnants are hereby imposed upon and shall be run with the land contained in such plat. # 9426917

This subdivision shall be known and designated as Worthington Estates Section I subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Lots numbered 141 and 169 as shown on the primary plat of Worthington Estates are exempt from the following restrictions. However, these said lots are to be restricted and limited by the covenants and restrictions which are currently recorded as part of the plat of Woodgate Section 7A filed with the Recorder of Hamilton County, Indiana as Instrument No. 9212169 on April 6, 1992.

These covenants run in favor of the land owners in Woodgate Subdivision and are enforceable by the owners of said owners. These include land owners of the real estate platted as Woodgate Section One, Woodgate Section Two, Woodgate Section Three, Woodgate Section Four, Woodgate Section Five, Woodgate Section Six and Woodgate Section 7A (collectively, the "Woodgate Subdivisions") under secondary plats filed with the Recorder of Hamilton County, Indiana respectively as Instrument No. 8619402 on September 9, 1986, as Instrument No. 8619403 on September 9, 1986, as Instrument No. 87688 on December 10, 1987, as Instrument No. 8921118 on September 25, 1989, as Instrument No. 9022513 on September 11, 1990, as Instrument No. 9134344 on December 20, 1991 and as Instrument No. 9212169 on April 6, 1992 (collectively the "Woodgate Plats").

ARTICLE I
General Building Requirements

Section 101. Property Lines and Lot Dimensions

front and side yard building setback lines are hereby established as shown on this plat. On which line and the property lines of the street, there shall erected or maintained no building or structure.

No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Carmel Planning Commission; excepting, however, the Developer and its successors in title shall have the absolute right to increase the size of any lot by joining to such lot a section of an adjoining lot (thereby decreasing the size of such adjoining lot) so long as the effect of such joining does not result in the creation of a "lot" with frontage of less than one hundred (100) feet at the building line or less than twelve thousand (12,000) square feet.

This Instrument Recorded 6-14-1994
 Sharon K. Cherry, Recorder, Hamilton County, IN

RECEIVED
 FROM RECORDER
 JUN 14 AM 11:07
 SHARON K. CHERRY
 RECORDER
 HAMILTON CO. IN

INSTRUMENT # 9426918

Section 102. Easements

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, which are reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

Areas shown on this plat and marked as Detention/ Retention shall be recorded as drainage easements, reserved for the installation and maintenance of storm sewer structures and subject at all times to proper City and/or County authorities and the easement herein reserved. These areas shall be maintained free of weeds, trash or other obstruction by the homeowner or Homeowner's Association.

Section 103. Lot Use

All lots in this subdivision are reserved for residential use and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon. All plans for such structures are to be submitted to the developer for approval prior to any construction.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or attached storage building erected or used as an accessory to a residence in this subdivision shall be of permanent construction on a permanent foundation and shall conform to the general architecture and appearance of such residence. Any such structure must first be approved by said developer and or Homeowner's Association before it is to be erected. No shack, shed, barn, garage, or other out-building or temporary structure that is not attached to the house or not conforming to the general architecture and appearance of such residence shall be built.

Section 104. Structure Dimensions

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than two thousand two hundred (2200) square feet in the case of a one-story structure, nor less than one thousand six hundred (1600) square feet with a minimum of two thousand two hundred (2200) total square feet in the case of a one and one half story structure, nor less than one thousand one hundred (1100) square feet with a minimum of two thousand four hundred (2400) total square feet in the case of a two story structure. All garages shall be attached to the residence dwelling and be a minimum of two (2) car size.

No structure in this subdivision, without special approval from the Developer, shall exceed two and one-half (2 1/2) stories or twenty-five (25) feet in height measured from finished grade to the underside of the eave line.

Section 105. Structure Placement

The residential unit shall be placed on the lot with a minimum of ten (10) foot setback on both sides of the interior side property line, excluding elements such as fences, walls, and trellises. Patios, pools, garden features and other similar elements shall be permitted within the ten (10) foot setback area, provided, however, no structure with the exception of fences or walls, shall be placed within easements required.

Section 106. Structure Character and Appearance

All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building or any lots of said subdivision and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

All buildings exteriors are subject to the following minimum brick requirements:

Powerline lots, lots 184, 185, 186, 197, 188, 189, 190 and 211 as denoted in the Primary Plat of Worthington Estates, are required to have full first floor brick or drivet front. All chimneys are to be fully brick wrapped.

All lots with the exception of those mentioned above are to have 3 sides first floor brick/drivet wrap with a full chimney brick/drivet wrap.

Direct vent fireplaces, which have no chimney, are exempt from any brick requirements.

Section 107. Driveways

All driveways from the street to the garage shall be concrete or asphalt.

Section 108. Sidewalks

Plans and specifications for this subdivision, on file with the Carmel Planning Commission, require the installation of concrete sidewalks within the street rights-of-way in front of all lots as shown on the approved plans. Installation of said sidewalks shall be the obligation of the builder of any such lot, exclusion of the Developer, and shall be completed in accordance with said plans and specifications and the cost of said installation shall be a lien against any such lot enforceable by the Planning Commission or its successor agency.

Section 109. Fences

No fence shall be erected in this subdivision without prior written approval of the Developer or Architectural Control Committee. No fences shall be constructed in areas designated for Retention or Detention.

Section 110. Yard and Other Equipment

Geothermal heat pumps shall be of the closed loop type only.

All lot owners will be required to instal at least a \$1,000 landscape package. This package is to include hydro-seeded front and side yards and the planting of bushes and two trees at the minimum. Also lot owners must install or have installed at least one (1) gas or electric "dusk to dawn" yard light in the front yard.

No clothesline or clothes poles, or any other free-standing semi-permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected or located or used on any lot.

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot or one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales periods are exempt from this requirement.

Front and side yards, at the minimum, must be hydro-seeded and back yards must be seeded and strawed.

No radio or television antenna on outside of roof shall be attached to any dwelling house. No free standing radio or television antenna, television receiving disk or dish shall be permitted on any lot. No solar panels attached or detached shall be permitted.

Section III. Placement of Vehicles or Equipment

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers,) or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure.

Section II2. Drainage of Storm or Other Water

In the event storm water drainage from any lot flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No rain or storm water runoff or such things as roof water, street pavement or surface water caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section II3. Unacceptable Activities

No noxious, unlawful or other 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.

Section II4. Animals

No animals, livestock or poultry of any description shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

Section 115. Use and Maintenance of Lots

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, grass clippings, garbage or other waste and such rubbish or trash shall not be kept, except in sanitary containers. Trash shall not be burned except in suitable incinerators.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so, the Developer and Home Owner's Association may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer and Home Owner's Association for the expense incurred in so doing.

Section 116. Architectural Control Committee

No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or by the Architectural Control Committee. Such Committee shall be composed of three members. The first Committee members shall be Robert Langston, John Edwards, and Jim Langston.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 117. Enforcement of Restrictions and Conditions

The Developer, and any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Developer, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In the event the Developer shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of the Restrictions, Covenants, Limitations, Easements and Approvals appended hereto and made a part of the Plat of the community, it shall be entitled to recover from the party against whom the proceeding was brought all of the attorneys' fees and related costs and expenses it incurred in such proceeding.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Section 18. Invalidation of Covenant

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 19. Term of Covenants and Restrictions

The foregoing covenants or restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this plat, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants or restrictions in whole or in part.

Section 20. Waiver of Rights to Remonstrate

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plan of Worthington Estates.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the City of Carmel.

ARTICLE II**Worthington Estates Homeowners Association**

The homeowners' Association shall be known and designated as WORTHINGTON ESTATES HOMEOWNERS' ASSOCIATION.

Section 201. Membership in Association

Each lot owner shall, automatically upon becoming an owner, be and become a member of the Association and shall remain a member until such time as his ownership of a lot ceases. Membership in the Association shall terminate when such owner ceases to be an owner and will be transferred to the new owner of his lot; provided, however, that any person who holds the interest of an owner in a lot in this subdivision merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an owner and a member of the Association.

Section 202. Voting Rights

The Association shall have the following classes of membership, with the following voting rights:

a. **Class A.** Class A members shall be all owners except Class B members. Each Class A member shall be entitled to one (1) vote for each lot of which such member is the owner with respect to each matter submitted to a vote of the members upon which the Class A members are entitled to vote. 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 such lot.

b. **Class B.** Class B members shall be Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the President of the Association. Each Class B member shall be entitled to five (5) votes for each lot of which it is the owner and five (5) votes for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the subdivision, or any part thereof, of which it is the owner (either as to the entire numbered parcel or any part thereof) which is not a "lot" as defined in this Declaration of Covenants, Conditions and Restrictions, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate upon the first to occur of (i) the date upon which the written resignation of the Class B members as such is delivered to the President of the Association, (ii) the date Developer no longer owns any lots nor any portion of any individually numbered parcel of land shown upon and identified as a lot on, any recorded subdivision plat of the subdivision, or any part thereof, or (iii) January 1, 1998, (the "Applicable Date").

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B member shall be entitled to one (1) class A membership for each lot owned and for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the subdivision, or any part thereof, of which it is then the owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined herein.

c. **Special.** Until the Application Date, there shall be three (3) additional Special members of the Association, being the persons from time to time appointed by Developer to serve on the Architectural Control Committee, pursuant to Section 106 of Article I hereof. Persons who are Special members shall not be deemed or considered members of the Association nor owners of lots for any purpose other than to qualify to act as members of the Architectural Control Committee. Special members shall have no voting rights on any matters submitted to a vote of the members (unless such Special member is also a Class A member, in which event his voting rights shall be governed by subsection (a) of this Section).

Section 203. Functions

The Association has been (or will be) formed for the purpose of providing for the ownership, maintenance, repair, replacement, administration and operation of the Common Areas as and to the extent provided herein, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Common Areas, and to perform such other functions as may be designated for it to perform under this Declaration or under any recorded subdivision plat of the real estate, whether heretofore or hereafter recorded. Ownership of said Common Areas shall pass from the Developer to the Homeowners' Association on or before the Application Date.

Section 204. Management of Board of Directors

The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an owner, including a person appointed by Declarant as provided in Section 102 of this Article II.

Section 205. Initial Board of Directors

The initial Board of Directors shall be composed of the persons designated or to be designated by the Developer. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration or these Articles, (a) the Initial Board shall hold office until the first meeting of the members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Developer, who shall thereafter be deemed a member of the Initial Board. Each owner, by acceptance of a deed to a lot, or by acquisition of any interest in a dwelling house by any type of juridic acts *inter vivos* or *causa mortis*, or otherwise, shall be deemed to have appointed Developer as such owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said owner's right to vote, and to vote as Developer determines, on all matters as to which members of the Association are entitled to vote under the Declaration, these Articles or otherwise. This appointment of Developer as such owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a Special member of the Corporation and an owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Association nor an owner of a lot for any other purpose (unless he is actually the owner of a lot and thereby a member of the Association).

Section 206. Additional Qualifications of Board of Directors

Where an owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single lot or dwelling house may be represented on the Board of Directors by more than one person at a time.

Section 207. Term of Office and Vacancy of Board of Directors

Subject to the provisions of Section 105 of this Article II, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 105 of this Article II as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the owners if a Director is removed in accordance with Section 103 of this Article II. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified.

Section 208. Removal of Directors

A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the owners and until his successor is duly elected and qualified.

Section 209. Duties of the Board of Directors

The Board of Directors shall be the governing body of the Association representing all of the owners and being responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- a. protection, surveillance and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of owners of lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- b. procuring of utilities used in connection with the lots, dwelling houses and Common Areas (to the extent the same are not provided and billed directly to owners of lots and dwelling houses by utility companies) and snow removal from the streets; streets within the subdivision (if the appropriate governmental authority exercising jurisdiction over such streets is unable or unwilling to provide such snow removal);
- c. landscaping, painting, decorating, furnishing, and maintenance and upkeep of, the Common Areas;
- d. assessment and collection from the owners of the owners' respective shares of the Common Expenses;
- e. preparation of the proposed annual budget, a copy of which will be mailed or delivered to each owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;
- f. preparing and delivering annually to the owners a full accounting of receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each owner simultaneously with delivery of the proposed annual budget for the current year;

g. keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an owner at any time during normal business hours.

h. procuring and maintaining for the benefit of the Association, the owners, any Managing Agent and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

i. paying taxes and assessments levied and assessed against, and payable with respect to, the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas; and

j. all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles or any recorded subdivision plat of the Real Estate, whether heretofore or hereafter recorded.

Section 210. Powers of the Board of Directors

The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power;

- a. to employ a Managing Agent to assist the Board in performing its duties;
- b. to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgement of the Board of Directors;
- c. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- d. to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and to perform all other maintenance, upkeep, repair and replacement duties of the Association and Board;
- e. to include the cost of performing all of its functions, duties and obligations as Common Expense and to pay all of such costs therefrom;
- f. to open and maintain a bank account or accounts in the name of the Association;
- g. to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

h. to grant to such public or private companies, entities or bodies as the Board shall approve, such easements as may be necessary to provide the lots, dwelling houses and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and services; provided that such easements are located within or are co-extensive with any one or more easements or Common Areas shown on, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

Section 211. Limitation of Board Action

After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the cumulative vote of the owners, except that in the following cases such approval shall not be necessary:

- a. contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;
- b. proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the owners at the annual meeting; and
- c. expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the owners.

Section 212. Compensation of Board of Directors

No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a majority vote of the owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 213. Non-Liability of Directors and Officers

The Directors and officers of the Association shall not be liable to the owners or any other persons for any error or mistake of judgement exercised in carrying out their duties and responsibilities as Directors and officers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 214. Additional Indemnity of Directors and Officers

The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, and any party to any action, suit or proceeding by reason of the fact that he is or was a Director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director or officer the reasonable costs of settlement of or judgement rendered in any action, suit or proceeding, if it shall be found by a majority vote of the owners that such Director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director or officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director or officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 215. Bond of Board of Directors

The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and any other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 216. Initial Management

Notwithstanding anything to the contrary contained in this Declaration, Developer shall have, and Developer hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Corporation, until the Applicable Date. Developer may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Developer or such Managing Agent shall be entitled to reasonable compensation for its services. Developer may also charge lot owners a reasonable fee for the maintenance of the Common Areas.

These Covenants, Conditions And Restrictions are executed this 13 day of JUNE, 1994.

Langston Development Company, Inc.

By: [Signature]
Robert C. Langston

State of Indiana)
) SS:
County of Hamilton)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Robert C. Langston, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

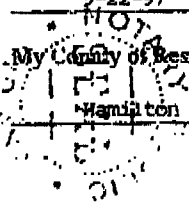
WITNESS my hand and seal, this 13th day of June 1994.

My Commission expires:

9-22-97 Barbara L. Motzler
Notary Public

My County of Residence:

Hamilton Barbara L. Motzler
(Printed Name)



This instrument prepared by Robert C. Langston

This Instrument Recorded 6-14-1994
Sharon K. Cherry, Recorder, Hamilton County, IN