

**RESTRICTIVE COVENANTS**

WE, THE UNDERSIGNED COMMUNITY DEVELOPMENT III, INC. OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HEREIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS OAK PARK VILLAGE, AN ADDITION TO THE CITY OF LAWRENCE, MARION COUNTY, STATE OF INDIANA. ALL STREETS AND ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

THE FOREGOING COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2018, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, IT IS AGREED TO CHANGE SUCH COVENANTS IN WHOLE OR IN PART.

INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN ORDER TO AFFORD ADEQUATE PROTECTION TO ALL PRESENT AND FURTHER OWNERS OF LOTS IN THIS SUBDIVISION, THE UNDERSIGNED OWNERS HEREBY ADOPT AND ESTABLISH THE FOLLOWING PROTECTIVE COVENANTS, EACH AND ALL FOR THE BENEFIT OF EACH AND EVERY OWNER OF ANY LOT OR LOTS IN THE SUBDIVISION, BINDING ALL THE SAME, NOW AND HEREAFTER, AND THEIR GRANTEEES, THEIR HEIRS AND PERSONAL REPRESENTATIVES, AND WHERE APPLICABLE, THEIR SUCCESSORS AND ASSIGNS.

EACH INDIVIDUAL LOT CONVEYANCE IS SUBJECT TO THE RESTRICTIVE COVENANT THAT NO ONE UNDER THE AGE OF FIFTY-FIVE (55) SHALL OCCUPY SAID REAL ESTATE UNLESS APPROVED BY A MAJORITY OF THE VOTING MEMBERS OF THE NOT FOR PROFIT CORPORATION DESCRIBED IN THE COVENANTS OF SAID SUBDIVISION. THIS RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND.

1. LOTS A & B DESIGNATED IN THIS PLAT ARE HEREBY RESERVED FOR ATTACHED SINGLE-FAMILY RESIDENTIAL USE AND WILL HAVE ERECTED THEREON DWELLINGS WHICH SHALL SHARE A COMMON WALL WITH A SIMILAR SINGLE-FAMILY STRUCTURE ON THE LOT. EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE HOUSES UPON THE LOTS AND CONNECTS TWO DWELLING UNITS SHALL CONSTITUTE A COMMON WALL OR PARTY WALL, AND TO THE EXTENT NOT INCONSISTENT WITH THE PROVISION OF THESE RESTRICTIONS, THE GENERAL RULES OF LAW REGARDING COMMON WALLS OR PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS, SHALL APPLY THERETO. HEREAFTER, THE TERMS COMMON WALL AND PARTY WALL SHALL BE USED INTERCHANGEABLY.

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2. THE DIVISION WALL BETWEEN ANY LOTS A & B DESCRIBED HEREIN SHALL BE A COMMON WALL OR PARTY WALL AND THE ADJOINING LANDOWNERS SHALL HAVE CROSS EASEMENTS IN THE WALL, AND THE WALL SHALL BE USED FOR THE JOINT PURPOSES OF THE BUILDING SEPARATED BY IT.
3. SHOULD THE COMMON WALL OR PARTY WALL, AT ANY TIME WHILE IN USE BY BOTH PARTIES AS AFORESAID, BE INJURED BY ANY CAUSE OTHER THAN THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AS THEIR JOINT EXPENSE, PROVIDED THAT ANY SUM RECEIVED FROM INSURANCE AGAINST SUCH INJURY OR DESTRUCTION SHALL BE FIRST APPLIED TO SUCH REPAIR OR RESTORATION. SHOULD THE COMMON WALL BE INJURED BY THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AT THE EXPENSE OF THE PARTY DEEMED RESPONSIBLE FOR THE AFORESAID ACT OR OMISSION.
4. THIS COMMON WALL COVENANT AND THE COVENANTS HEREIN CONTAINED, SHALL RUN WITH BOTH PARCELS OF LAND UTILIZING THE COMMON WALL, BUT SHALL NOT OPERATE TO CONVEY TO EITHER PARTY THE FEE TO ANY PART OF THE LAND OWNED OR TO BE ACQUIRED BY THE OTHER PARTY, THE CREATION OF RIGHTS TO A COMMON WALL BEING THE SOLE PURPOSE HEREOF.
5. IN THE EVENT OF A DISPUTE OR CONTROVERSY AS TO ANY MATTER WITHIN OR ARISING OUT OF THESE COVENANTS, SUCH DISPUTE OR CONTROVERSY SHALL BE SUBMITTED TO THE ARBITRATION OF THE BUILDING COMMITTEE, AND THE ARBITRATION OF SUCH MATTERS SHALL BE AN EXPRESS CONDITION PRECEDENT TO ANY LEGAL OR EQUITABLE ACTION OR PROCEEDING OF ANY NATURE WHATSOEVER.
6. DRAINAGE SWALES (DITCHES) ALONG DEDICATED ROADWAYS 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 AUTHORIZED AGENTS OF MARION COUNTY.  
  
ANY PROPERTY OWNER ALTERING, CHANGING, DAMAGING, OR FAILING TO MAINTAIN THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN TEN (10) DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, AUTHORIZED AGENTS OF MARION COUNTY MAY CAUSE SAID REPAIRS TO BE ACCOMPLISHED AND THE BILL FOR COST OF SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR THE IMMEDIATE PAYMENT.
7. THE AREA TO BE KNOWN AS THE LAKE AND WHICH IS SHOWN AS COMMON AREA "C" AND DESCRIBED AS A STORM DETENTION EASEMENT ON THE PLAT (HEREINAFTER "LAKE") SHALL BE INCLUDED AS COMMON AREA AS REFERENCED HEREIN, TO BE MAINTAINED AND CONTROLLED BY THE ASSOCIATION.

- (A) THE ASSOCIATION SHALL BE RESPONSIBLE FOR FORMULATING RULES AND REGULATIONS PERTAINING TO THE LAKE AS WELL AS CREATING AN ANNUAL BUDGET TO ASSURE ADEQUATE MAINTENANCE, UPKEEP AND REPAIR OF THE LAKE PROPERTY, SAID BUDGET SHALL BE INCLUDED AS PART OF THE OWNERS' ANNUAL ASSESSMENT.
- (B) THE LAKE MAY BE USED ONLY IN THE MANNER AUTHORIZED BY THE ASSOCIATION WHICH SHALL NOT BE INCONSISTENT WITH THE PROVISIONS OF THIS DECLARATION.
- (C) NO PRIVATELY OWNED PERSONAL PROPERTY OF ANY KIND SHALL BE ALLOWED TO REMAIN WITHIN THE LAKE AREA.
- (D) NO DOCKS OR PIERS WILL BE ALLOWED EXCEPT THOSE WHICH MAY BE AUTHORIZED BY, CONSTRUCTED, OWNED, AND OPERATED BY THE ASSOCIATION.
- (E) NO OWNER OR THIRD PARTY SHALL DO OR PERMIT ANOTHER TO DO ANY ACT WHICH COULD RESULT IN POLLUTION OF THE LAKE, DIVERSION OF ANY WATER, RAISE THE ELEVATION OF THE WATER, SIGNIFICANTLY DISTURB THE EARTH OR THE EMBANKMENT OF THE LAKE AREAS, OR ANY OTHER CONDUCT WHICH COULD RESULT IN AN ADVERSE EFFECT UPON THE WATER QUALITY, EMBANKMENT AND ADJACENT PROPERTY, DRAINAGE, OR ANY OTHER GENERAL CONDITION OF THE LAKE.
- (F) THE ASSOCIATION, ON BEHALF OF THE OWNERS, OR AUTHORIZED AGENTS OF MARION COUNTY, SHALL HAVE THE AUTHORITY TO INSTITUTE AN ACTION FOR INJUNCTION TO ABATE SUCH ACTIVITY OR SEEK MANDATORY RELIEF FOR CORRECTION OF ANY DAMAGE CAUSED TO THE LAKE OR INTERFERENCE WITH THE DRAINAGE SYSTEM, TOGETHER WITH ANY DAMAGES INCURRED, AND UPON RECOVERY OF JUDGMENT SHALL BE ENTITLED TO COST, TOGETHER WITH REASONABLE ATTORNEYS' FEES.
- (G) THE COST OF COMMON AREA "C" MAINTENANCE IS TO BE PAID FOR BY THE ASSOCIATION AND SILVER COVENIENCE CENTERS OF INDIANAPOLIS, INC., AS DESCRIBED IN THE DOCUMENT "EASEMENT AND OPERATING AGREEMENT" RECORDED AS INSTRUMENT NO. 88-85382 ON AUGUST 23, 1988 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.
8. NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED, PLACED UPON, ALTERED, OR REPAINTED ON ANY LOT IN THIS SUBDIVISION UNTIL BUILDING PLANS, SPECIFICATIONS, PLOT PLANS, AND COLOR SCHEMES ARE APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN AND COLOR SCHEMES WITH EXISTING STRUCTURES WITHIN THE SUBDIVISION, AND AS TO THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A BUILDING COMMITTEE COMPOSED OF THE CURRENT DIRECTORS OF COMMUNITY DEVELOPMENT III, INC., OR BY THEIR SUCCESSORS, IN THE EVENT

- OF THE DEATH, DISABILITY OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, ANY REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. IF THE COMMITTEE FAILS TO ACT UPON ANY PLAN SUBMITTED TO IT FOR ITS APPROVAL WITHIN A PERIOD OF THIRTY (30) DAYS FROM THE SUBMISSION DATE OF THE SAME, THE OWNER MAY PROCEED THEN WITH THE BUILDING ACCORDING TO THE PLANS SUBMITTED, WITHOUT APPROVAL. NEITHER THE BUILDING COMMITTEE MEMBERS NOR THE DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. UPON THE DEATH, DISABILITY OR RESIGNATION OF ALL OF THE ORIGINAL MEMBERS OF THE BUILDING COMMITTEE, THE OWNERS OF THE LOTS, BY A MAJORITY, SHALL ELECT A NEW BUILDING COMMITTEE FOR THE PURPOSES SET FORTH IN THESE COVENANTS.
9. FRONT BUILDING LINES (B.L.) ARE HEREBY ESTABLISHED, BETWEEN WHICH LINES AND THE FRONT PROPERTY LINES, NO PERMANENT OR OTHER STRUCTURE, OTHER THAN DRIVES, SHALL BE ERRECTED AND MAINTAINED. SIDE AND REAR BUILDING LINE ARE ESTABLISHED IN ACCORDANCE WITH ZONING ORDINANCES APPLICABLE TO THE SUBDIVISION AND VARIANCES THEREFROM AS MAY HAVE BEEN GRANTED BY METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY UNDER DOCKET NO. 92-7-131.
10. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THESE COVENANTS, RESTRICTIONS, PROVISIONS OR CONDITIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OWNING ANY REAL PROPERTY SITUATED IN THE SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGE OR THEIR DUES FOR SUCH VIOLATION.
11. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATION BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE STREET, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET RIGHT-OF-WAY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF SAID STREET LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHTLINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (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 WITH SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. NO FENCE SHALL BE ERRECTED ON OR ALONG ANY LOT LINE, NOR ON ANY LOT, THE PURPOSE OR RESULT OF WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT OR AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERRECTED REASONABLE SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY.

12. ALL RESIDENCE CONSTRUCTION WITHIN THE SUBDIVISION SHALL HAVE ATTACHED GARAGES. ALL DRIVEWAYS SHALL BE HARD SURFACED WITH EITHER CONCRETE OR ASPHALT. ANY CHANGES AND ALTERATIONS OF STRUCTURES OR DRIVEWAYS ARE SUBJECT TO BUILDING COMMITTEE APPROVAL.
13. NO HOTEL BUILDING, BOARDING HOUSE, MERCANTILE OR FACTORY BUILDING OR BUILDING OF ANY KIND FOR COMMERCIAL USE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.
14. NO TRAILERS, SHACKS OR outhouse OF ANY KIND SHALL BE ERECTED OR SITUATED ON ANY LOT HEREIN, EXCEPT THAT FOR USE BY THE BUILDER DURING THE CONSTRUCTION OF A PROPER STRUCTURE.
15. NO FARM ANIMALS, FOWLS, OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES SHALL BE KEPT OR PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION.
16. NO NOXIOUS, UNLAWFUL, OR THERWISE 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. NO PRIVATE, OR SEMI-PRIVATE WATER SUPPLY OR SEWAGE DISPOSAL SYSTEM, MAY BE LOCATED UPON ANY LOT IN THIS SUBDIVISION WHICH IS NOT IN COMPLIANCE WITH REGULATIONS OR PROCEDURE AS PROVIDED BY THE INDIANA STATE BOARD OF HEALTH, OR OTHER CIVIL AUTHORITY HAVING JURISDICTION. NO SEPTIC TANK, ABSORPTION FIELD, OR ANY OTHER METHOD OF SEWAGE DISPOSAL SHALL BE LOCATED OR CONSTRUCTED ON ANY LOT OR LOTS HEREIN, EXCEPT AS APPROVED BY SAID HEALTH AUTHORITY.
18. THE REPAIR OR STORAGE OF INOPERATIVE MOTOR VEHICLES, OR MATERIAL ALTERATION OF MOTOR VEHICLES SHALL NOT BE PERMITTED ON ANY LOT, UNLESS ENTIRELY WITHIN A GARAGE PERMITTED TO BE CONSTRUCTED BY THESE COVENANTS.
19. NO SCHOOL, PRESCHOOL, DAY-CARE FACILITY, CHURCH OR SIMILAR INSTITUTION OF ANY KIND SHALL BE MAINTAINED, CONDUCTED OR OPERATED UPON ANY LOT.
20. NO EXTERIOR LIGHTING SHALL BE DIRECTED OUTSIDE THE BOUNDARIES OF ANY LOT, NOR SHALL ANY LIGHTING BE USED WHICH CONSTITUTE MORE THAN NORMAL COVENIENCE LIGHTING, UNLESS THE SAME IS APPROVED BY THE BUILDING COMMITTEE.
21. NO SIGNS OF ANY NATURE, INCLUDING FOR SALE OR FOR RENT SIGNS, OR OTHER ADVERTISEMENT, SHALL BE DISPLAYED ON ANY LOT, RIGHT-OF-WAY OR ANY PART OF THE SUBDIVISION, EXCEPT AS APPROVED BY THE BUILDING COMMITTEE, OR AS USED BY THE UNDERSIGNED, AND IT AGENTS IN THE DEVELOPMENT OF THE PROPERTIES AND THE MAINTENANCE THEREOF DURING SUCH DEVELOPMENT.

22. ALL TELEVISION OR OTHER ANTENNAS SHALL BE AFFIXED TO IMPROVEMENTS LOCATED ON THE RESPECTIVE LOT INVOLVED. NO FREESTANDING ANTENNAS FOR ANY PURPOSE SHALL BE PERMITTED UNLESS APPROVED BY THE BUILDING COMMITTEE. NO OUTSIDE TELEVISION ANTENNAS WILL BE PERMITTED IF A MASTER ANTENNA IS AVAILABLE FOR A LOT.
23. OWNERS SHALL NOT DUMP ANY TRASH, WASTE, REFUSE OR OTHER OBJECTIONABLE MATTER UPON ANY LOT, EASEMENT OR COMMON AREA WITHIN THE PROPERTIES. ALL TRASH, GARBAGE AND REFUSE STORED ON ANY LOT SHALL BE STORED IN COVERED RECEPTACLES. OWNERS MUST PROVIDE APPROVED RECEPTACLES FOR GARBAGE AND TRASH. THERE SHALL BE NO BURNING OF TRASH AND NO OPEN FIRES, EXCEPT FIRES IN AN APPROVED GRILL OR FIRE RING. ALL OPEN FIRES ARE PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE BUILDING COMMITTEE.
24. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE PLAN COMMISSION OF THE CITY OF LAWRENCE AND THE MARION COUNTY DRAINAGE BOARD AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THE PLAT ISSUED THOSE AGENCIES.
25. NO GAS OR OIL STORAGE TANKS PERMITTED ON PROPERTY.
26. NO CAMPER, MOTOR HOME, TRUCK, TRAILER OR BOAT MAY BE STORED ON ANY LOT IN OPEN PUBLIC VIEW.
27. IT IS EXPRESSLY UNDERSTOOD THAT THE BUILDING COMMITTEE MAY MAKE ASSESSMENTS TO COVER ANY COSTS INCURRED IN ENFORCING THESE COVENANTS, OR IN UNDERTAKING ANY MAINTENANCE OR OTHER ACTIVITY WHICH IS A RESPONSIBILITY OF A LOT OWNER, BUT WHICH SUCH LOT OWNER HAS NOT UNDERTAKEN AS REQUIRED HEREUNDER. ANY SUCH ASSESSMENT SHALL BE ASSESSED ONLY AGAINST THOSE LOT OWNERS WHOSE FAILURE TO COMPLY WITH THE REQUIREMENTS OF THESE COVENANTS HAS NECESSITATED THE ACTION TO ENFORCE THESE COVENANTS OR THE UNDERTAKING OF THE MAINTENANCE, OR OTHER ACTIVITY.
28. EACH OWNER OF A 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 ANY ASSESSMENTS AS THE SAME BECOME DUE IN A MANNER HEREIN PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH THE INTEREST THEREON AND COSTS OF COLLECTION THEREOF AS HEREIN PROVIDED, SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE UNTIL PAID IN FULL. SUCH ASSESSMENTS SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER OF THE LOT AT THE TIME WHEN THE ASSESSMENT BECAME DUE AND PAYABLE. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DATE THE SAME BECAME DUE AND PAYABLE SHALL BEAR INTEREST

FROM THE DUE DATE AT A PERCENTAGE RATE NOT GREATER THAN TWELVE PER CENT (12%) PER ANNUM. THE BUILDING COMMITTEE, OR ANY MEMBER THEREOF, SHALL BE ENTITLED TO INSTITUTE IN ANY COURT OF COMPETENT JURISDICTION SUCH PROCEDURES, AT LAW OR IN EQUITY, BY FORECLOSURE OR OTHERWISE, TO COLLECT THE DELINQUENT ASSESSMENT, PLUS ANY EXPENSES OR COST, INCLUDING ATTORNEY FEES, INCURRED BY THE BUILDING COMMITTEE, OR SUCH MEMBER, IN COLLECTING THE SAME. IF THE BUILDING COMMITTEE HAS PROVIDED FOR COLLECTION OF ANY ASSESSMENT IN INSTALLMENTS, UPON DEFAULT IN THE PAYMENT OF ANY ONE OR MORE INSTALLMENTS, THE BUILDING COMMITTEE MAY ACCELERATE PAYMENT AND DECLARE THE ENTIRE BALANCE OF SAID ASSESSMENT DUE AND PAYABLE IN FULL. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY ABANDONMENT OF HIS LOT OR OTHERWISE. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY RECORDED FIRST MORTGAGE COVERING SUCH LOT AND TO ANY VALID TAX OF SPECIAL ASSESSMENT LIEN ON SUCH LOT IN FACTOR OF ANY PURSUANT TO MORTGAGE FORECLOSURE, OR ANY PROCEEDING IN LIEN THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE AND FROM THE LIEN THEREOF. THE BUILDING COMMITTEE SHALL, UPON DEMAND, AT ANY TIME, FURNISH A CERTIFICATE IN WRITING SIGNED BY A MEMBER OF THE BUILDING COMMITTEE, THAT THE ASSESSMENTS ON A LOT HAVE BEEN PAID, OR THAT CERTAIN ASSESSMENTS REMAIN UNPAID, AS THE CASE MAY BE. SUCH CERTIFICATES SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID. ANY EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN PLAT AS DEDICATED AND INTENDED FOR ACCEPTANCE BY THE LOCAL PUBLIC AUTHORITY AND DEVOTED FOR PUBLIC USE SHALL BE EXEMPT FROM THE ASSESSMENTS CHARGE AND LIEN CREATED HEREIN.

29. UPON THE TRANSFER OF OWNERSHIP OF ALL PLATTED LOTS, OR AT SUCH OTHER TIME IT DEEMS APPROPRIATE COMMUNITY DEVELOPMENT III, INC. WILL CAUSE, TO BE INCORPORATED UNDER THE LAWS OF THE STATE OF INDIANA A NOT-FOR-PROFIT CORPORATION UNDER THE SAME "OAK PARK VILLAGE, HOMEOWNERS ASSOCIATION, INC.", OR A SIMILAR NAME AS SUCH AGENCY FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE OF ALL COMMON AREAS AS DESIGNATED ON THE RECORDED PLAT, TO ASSUME THE RIGHTS AND DUTIES OF THE BUILDING COMMITTEE AS SPECIFIED IN THE RECORDED COVENANTS, AND ADMINISTER AND ENFORCE SAID COVENANTS, DISBURSING THE ASSESSMENTS AND CHARGES IMPOSED AND CREATED HEREBY AND HEREUNDER OR BY AND UNDER ANY OTHER AGREEMENT TO WHICH THE PROPERTY MAY AT ANY TIME BE SUBJECT, AND PROMITING THE HEALTH, SAFETY AND WELFARE OF THE OWNERS OF THE PROPERTY, AND ALL PARTS THEREOF AND THAT SAID ASSOCIATION SHALL HAVE THE POWER TO ESTABLISH BYLAWS, DULY RECORDED IN THE OFFICE

- OF THE RECORDER, MARION COUNTY, INDIANA, ESTABLISHING PROCEDURES AND RULES FOR THE EFFICIENT EXECUTION OF THESE RECORDED COVENANTS. UPON INCORPORATION OF "OAK PARK VILLAGE HOMEOWNERS ASSOCIATION; ALL LOT OWNERS ARE AUTOMATICALLY AND IMMEDIATELY MEMBER OF THE CORPORATION.
30. THE RIGHT OF ENFORCEMENT OF EACH OF THE FOREGOING RESTRICTIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL BY DUE PROCESS OF LAW OF STRUCTURES ERECTED OR MAINTAINED IN VIOLATION THEREOF, IS RESERVED TO THE BUILDING COMMITTEE, AND THE OWNERS OF THE LOTS IN THE SUBDIVISION, THEIR HEIRS AND PERSONAL REPRESENTATIVES, THEIR SUCCESSORS OR ASSIGNS, WHO ARE ENTITLED TO SUCH RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO THE BUILDING COMMITTEE, OR TO ANY OTHER OWNER OR OWNERS. THE RIGHT OF ENFORCEMENT OF THE COVENANTS IS HEREBY ALSO GRANTED TO THE PLAN COMMISSION OF THE CITY OF LAWRENCE, ITS SUCCESSORS OR ASSIGNS.
31. THE FOREGOING RESTRICTIONS MAY BE AMENDED AT ANY TIME BY THE OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS SUBJECT TO SUCH RESTRICTIONS. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY THE OWNER OR OWNERS CONCURRING THEREIN, SETTING FORTH FACTS SUFFICIENT TO INDICATE COMPLIANCE WITH THIS PARAGRAPH, AND RECORDED IN THE MARION COUNTY RECORDER'S OFFICE. EXCEPT AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE FOREGOING COVENANTS WILL BE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2018, AT WHICH TIME THEY WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS IT IS AGREED THAT THESE COVENANTS SHALL TERMINATE IN WHOLE OR IN PART.
32. OWNERS AGREE TO INSURE THEIR HOMES AT REPLACEMENT VALUE AND AGREE THAT THE OAK PARK VILLAGE HOMEOWNERS ASSOCIATION WILL BE A "NAMED INSURED" ON THEIR PROPERTY. AS SUCH THE ASSOCIATION WILL RECEIVE AUTOMATIC NOTICE OF PAYMENT OR LAPSES OF INSURANCE COVERAGE. UPON NOTICE OF A LAPSE IN COVERAGE BY THE HOME OWNERS ASSOCIATION, THE HOMEOWNER WILL BE GIVEN TEN (10) DAYS TO BRING INSURANCE POLICY CURRENT. IF HOMEOWNER FAILS TO DO SO, THE ASSOCIATION MAY BRING THE POLICY CURRENT AND PLACE A LIEN ON THE PROPERTY. THE LIEN WOULD BE SUBJECT TO THE SAME TERMS AND CONDITIONS AS THOSE DESCRIBED IN PARAGRAPH 28 OF THESE COVENANTS.
33. INVALIDATION OF ANY OF THESE COVENANTS AND RESTRICTIONS OR ANY PART THEREOF BY JUDGEMENT OR COURT ORDER SHALL NOT AFFECT OR RENDER THE REMAINDER OF SAID COVENANTS AND RESTRICTIONS INVALID OR INOPERATIVE.



