

**COVENANTS**  
**FOR**  
**PHEASANT RUN**  
**HENDRICKS COUNTY**

200100037023  
Filed for Record in  
HENRICKS COUNTY IN  
THERESA D LYNCH  
12-06-2001 10:59 am.  
COVENANTS 23.00  
UR Book 298 Page 1136 - 1142

**RESTRICTIVE COVENANTS  
LOTS #1 THROUGH #34  
PHEASANT RUN**

The undersigned, Liberty Partnership, Inc. as owners of Lots #1 through #34 in Pheasant Run, located in Hendricks County, Indiana do by this indenture restrict and covenant the lots and other areas within said subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporation, bank, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions conditions and covenants, to-wit;

**DEFINITIONS:** "Committee" shall mean the Architectural Committee composed of the officers and directors of Liberty Partnership Inc., or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event Liberty Partnership Inc., is dissolved, the then existing committee members shall appoint an owner to take said member's position on existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants shall apply to all lots in Pheasant Run Subdivision, located in Liberty Township, Hendricks County, Indiana.

2. **HOME SITE USE:** No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.

3. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of porches and garages, shall NOT be less than 1475 square feet in the case of one story structure nor less than 2000 square feet in the case of multiple story structures.(determination of sufficiency and adequacy of the term "main level" with respect to dwellings of tri-level, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Committee). Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached or detached garage structure of no less than 400 square feet in size, which is in conforming finish and design with the main structure.

4. **ARCHITECTURAL DESIGN:** No building shall be erected, placed or altered on any lot in this subdivision until plans, specifications, plot plan showing the location, design, colors of such building has been approved by the Architectural Committee. The committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the Architectural Committee within twenty (20) days from the date of submission it shall be deemed that the committee has disapproved the presented plan.

742

2

5. **BUILDING LOCATION:** No building shall be located on any home site nearer to the front property line than the minimum setback line, as shown on the recorded plat, nor nearer than fifteen (15) feet to any side property line.

6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easement may be used by the proper authorities including the Headricks County Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage swales.

6. **UTILITY BUILDING:** One storage building may be constructed on each home site, the maximum site is to be no more than 750 square feet of floor space. The utility building shall be located behind the main residence. The highest point of the building roof shall not exceed 18 feet from grade and only be a one-story structure. Restriction for architectural design of this structure shall follow the same guidelines of item #(4) of these restrictive covenants.

8. **BUSINESS:** No mercantile building shall be erected, built or placed on any portion of the subdivision, nor any dwelling be used for any business of any nature.

9. **NUISANCES:** No noxious or offensive activity shall be carried out on any home site, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. **TEMPORARY AND OTHER STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any home site at any time as a residence, either temporarily or permanently. No animal kennel, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddleball court or similar activity is permitted. No solar panels (if visible beyond the lot boundaries), satellite dishes larger than thirty-six (36) inches in diameter. No exterior antennas are permitted except that a temporary television antenna is permitted until cable television service is available to the lot in question. At such time that cable television service becomes available, then any exterior antennas must be immediately removed.

11. **GARBAGE AND REFUSE DISPOSAL:** No home site shall be used or maintained as dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor.

12. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with a minimum of three deciduous type shade trees within one year of the erection of a dwelling. All lots, whether improved or not, shall be mowed by the owner of the lot or their

designated representative a minimum of once per month during the months of April through September.

13. All homes to have common mailboxes (Supplier to be chosen by the Architectural Committee).

14. **VEHICLE REGULATIONS:** No vehicle of more than 1 ton hauling capacity or equivalent vehicle shall be parked on any home site except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any home site unless kept within a garage.

15. **ANIMALS:** No animals, livestock, or poultry shall be raised, bred, or kept on any home site except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not create a nuisance. Lot owners shall be allowed three (3) total of either dogs, cats, or other household pet.

16. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any home site unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. If in the future public sewage disposal facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the date of such availability. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

17. **WATER SUPPLY:** No individual water supply system shall be permitted on any home site unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

18. **SWIMMING POOLS:** No swimming pool or associated structure shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the Architectural Control Committee. No above ground swimming pool shall be permitted.

19. **LAKE MAINTENANCE:** The lake shall be for the sole benefit and use of the following described lot owners, namely the owners of lots numbered 19, 20, 21, 27, and 28, 35, 36. No other lot owners in this subdivision will be allowed access to the lake. The above lot owners shall comply with restrictive covenants for lake maintenance under a separate agreement.

20. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting

x

which obstructs sight lines at elevations between two feet and six feet above roadways, 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 them at points twenty-five feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of a driveway. No tress shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

21. **STORAGE TANKS:** Propane or oil tanks shall comply with the laws, rules, and regulations of the Indiana State Fire Marshall, and Environmental Protection Agency, and all other relevant government bodies. Such tanks that are above ground shall be screened out of sight so that they are concealed from outside view.

22. **SIDEWALKS AND DRIVEWAYS:** All lots must have concrete sidewalks across the front property line meeting Hendricks County Standards prior to occupancy of the dwelling. Sidewalks must be completed at time of construction and before occupancy or within (1) year from the date of purchase of the lot from the undersigned, whichever occurs first. This obligation shall extend to the new owner (s) in the event that the lot is sold by the original purchaser from the developers. Compliance is an obligation of the current owner. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another. Driveways shall be paved with blacktop or concrete with-in 3 years of occupancy.

23. **SIGNS:** No sign of any kind shall be displayed to the public view upon any home site, except one sign of not more than five square feet, advertising the property for sale or lease.

24. **FENCES:** No fence shall be erected on or along any lot line, nor on any home site, the purpose or result of which will be to limit or obstruct reasonable vision, except to enclose an in ground pool and shall be constructed within reasonable distance from the waters edge. All fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the front of the dwelling other than a fence of a decorative nature not exceeding forty-two inches in height. Any fence proposed by a property owner must be approved by the Architectural Control Committee before construction proceeds.

25. Storm water run-off and sediment control associated with the construction of the Dwelling Unit shall conform in all respects to the Storm Drainage, Erosion, and Sediment Control Ordinance for Hendricks County and any amendments thereto. Purchaser shall be responsible for the removal of any excess building or natural materials dumped by Purchaser or its contractors on any adjacent lot. Any trash generated during the construction of a Dwelling Unit shall be removed immediately or adequately contained either in a trash fence or dumpster located on the Lot. A stone driveway shall be installed

---

5

prior to construction to reduce the transfer of dirt to the streets. Purchaser shall use its best efforts in confining subcontractors and supplier traffic to the driveway rather than the Lot including signage or communication. Concrete suppliers shall clean out on the Lot and not any other nearby lot. The Developer may fine Purchaser in excess of the actual cost for the removal of any rubbish or natural materials associated with the construction of the Dwelling Unit whether or not it was caused by Purchaser, his suppliers or contractors.

26. Any excess dirt from excavation shall not be spread out over any Lot in such a way that changes the original drainage grade, covers the existing natural tree root systems, or alters natural drainage flows, etc.

27. Purchaser shall finish-grade the Lot to conform with the grading plan approved by the Hendricks County Drainage Board, Especially the grading of side yard and rear swales. Upon seller's initial grading of all swales as shown on the approved plans, Purchaser shall be responsible for continuity of subsequent grading during and after completion of Dwelling unit construction. Any regrading due to insufficient final grading on a completed Lot shall be Purchaser's responsibility. No sump pumps may discharge onto a street. Finish grading and seeding must be completed prior to occupancy or as soon as weather permits.

28. ENFORCEMENT: If the owner of any lot in Pheasant Run shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or equity against the person violating any such covenant and either prevent him from doing so or to recover any damages or other dues for such violation.

29. TERM: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years. However, at any time, an instrument signed by the majority owners of the lots in Pheasant Run may be recorded to change any covenant herein.

30. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owner and proprietor of the above described sections of Pheasant Run, have hereunto set their hand and seal this 3 day of DECEMBER, 2021.

LIBERTY PARTNERSHIP INC.

" "

v

**RESTRICTIVE COVENANTS  
LAKE RESTRICTIONS**

**AN ADDENDUM TO PHEASANT RUN RESTRICTIVE COVENANTS**

Lots 19,20,21,27,28,35 and 36 in Pheasant Run, located in Hendricks County, Indiana.

1. **LAKE MAINTENANCE:** The lake shall be for the sole benefit and use of the following described lot owners, namely the owners of lots numbered 19, 20, 21, 27, 28, 25 and 36. No other lot owners in this subdivision will be allowed access to the lake. Each of the lots through their respective owners shall be responsible for 1/7th of the cost of maintaining and repairing the common lake area and dam. The lake and dam shall be maintained in accordance with sound engineering and ecological practice. In the event that the owners of said lots shall disagree as to the method or manner in which any such repairs or maintenance is required, or in the event that any other questions or problems arise with regard to said lake, then such matter shall be resolved in conformity with the decision to the majority of said owners of the lots with each lot having one vote through its ownership. This covenant shall be binding upon the respective lot owner, their executors, heirs and assigns.

2. **DOCKS:** All dock location, type and size shall be specified and subject to approval by Architectural Committee. All approved docks must be maintained in good condition by property owner.

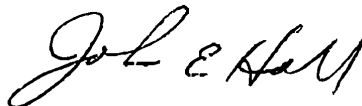
3. **WATERCRAFT:** All watercraft allowed on lake should be subject to approval by a majority of the 7 lake lot owners. All approved watercraft must be maintained in good condition by property owner. No motorized watercraft will be permitted.

All other terms and conditions of this addendum shall comply with the Restrictive Covenants for Lots #1 through Lot #34 Pheasant Run.

IN WITNESS WHEREOF: The said parties as owner and proprietor of the above described sections of Pheasant Run, have hereunto set their hand and seal this 3 day of DECEMBER, 20 01.

LIBERTY PARTNERSHIP INC.  
\_\_\_\_\_

By   
Jeffrey L. Roberts

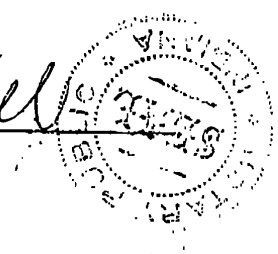


---

7

*Jeffrey L. Roberts*  
\_\_\_\_\_  
Jeffrey L. Roberts

by *John E. Hall*  
\_\_\_\_\_  
John E. Hall



STATE OF INDIANA )  
COUNTY OF HENDRICKS )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Liberty Partnership Inc., represented by its Corporate Officer, Jeffrey L. Roberts and John E. Hall, as owners and proprietors of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 3rd day of December, 2001.

*Susan M. Chestnut*  
\_\_\_\_\_  
Notary Public

SUSAN M. CHESTNUT  
(Printed)

My Commission expires April 22, 2007

THIS INSTRUMENT PREPAID BY JEFFREY L. ROBERTS

LEGAL: PC 4-SL136-P1AB





200300047256  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
10-25-2003 At 02:18 pm.  
AMEND COVEN 26.00  
OR Book 473 Page 2102 - 2109

THESE COVENANTS AMEND THE DOCUMENTS DATED AND  
RECORDER IN DECEMBER 2001.

*INSTRUMENT # 2001-37023*

RESTRICTIVE COVENANTS  
LOTS #1 THROUGH #34  
PHEASANT RUN

*Bk 298 pg 1136*

The undersigned, Liberty Partnership, Inc. as owners of Lots #1 through #34 in Pheasant Run, located in Hendricks County, Indiana do by this indenture restrict and covenant the lots and other areas within said subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporation, bank, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions conditions and covenants, to-wit;

DEFINITIONS: "Committee" shall mean the Architectural Committee composed of the officers and directors of Liberty Partnership Inc., or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event Liberty Partnership inc., is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to all lots in Pheasant Run Subdivision, located in Liberty Township, Hendricks County, Indiana.

2. HOME SITE USE: No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.

3. DWELLING SIZE: The ground floor area of the main structure, exclusive of porches and garages, shall NOT be less than 1475 square feet in the case of one story. In the case of multiple story structures.(determination of sufficiency and adequacy of the term "main level" with respect to dwellings of tri-level, 2 story, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Committee). Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached or detached garage structure of no less than 400 square feet in size, which is in conforming finish and design with the main structure.

4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any lot in this subdivision until plans, specifications, plot plan showing the location, design, colors of such building has been approved by the Architectural Committee. The committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the Architectural Committee

*8+3*

2

within twenty (20) days from the date of submission it shall be deemed that the committee has disapproved the presented plan.

5. **BUILDING LOCATION:** No building shall be located on any home site nearer to the front property line than the minimum setback line, as shown on the recorded plat, nor nearer than fifteen (15) feet to any side property line.
6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easement may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage swales.
7. **UTILITY BUILDING:** One storage building may be constructed on each home site, the maximum size is to be no more than 1400 square feet of floor space. The utility building shall be located behind the main residence. The highest point of the building roof shall not exceed 18 feet from grade and only be a one-story structure. Restrictions for architectural design of this structure shall follow the same guidelines of item #(4) of these restrictive covenants.
8. **BUSINESS:** No mercantile building shall be erected, built or placed on any portion of the subdivision, nor any dwelling be used for any business of any nature.
9. **NUISANCES:** No noxious or offensive activity shall be carried out on any home site, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. **TEMPORARY AND OTHER STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any home site at any time as a residence, either temporarily or permanently. No solar panels (if visible beyond the lot boundaries), satellite dishes larger than thirty-six (36) inches in diameter are permitted.
11. **GARBAGE AND REFUSE DISPOSAL:** No home site shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor.
12. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with a minimum of three deciduous type shade trees within one year of the erection of a

b

dwelling. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.

13. **VEHICLE REGULATIONS:** No vehicle of more than 1 ton hauling capacity or equivalent vehicle shall be parked on any home site except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any home site unless kept within a garage.

14. **ANIMALS:** No animals, livestock, or poultry shall be raised, bred, or kept on any home site except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not create a nuisance. Lot owners shall be allowed three (3) total of either dogs, cats, or other household pet.

15. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any home site unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. If in the future public sewage disposal facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the date of such availability. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

16. **WATER SUPPLY:** No individual water supply system shall be permitted on any home site unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

17. **SWIMMING POOLS:** No swimming pool or associated structure shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the Architectural Control Committee. No above ground swimming pool shall be permitted.

18. **LAKE MAINTENANCE:** The lake shall be for the sole benefit and use of the following described lot owners, namely the owners of lots numbered 19, 20, 21, 27, and 28, 35, 36. No other lot owners in this subdivision will be allowed access to the lake. The above lot owners shall comply with restrictive covenants for lake maintenance under a separate agreement.

19. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub

4

planting which obstructs sight lines at elevations between two feet and six feet above roadways, 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 them at points twenty-five feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

20. **STORAGE TANKS:** Propane or oil tanks shall comply with the laws, rules, and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies. Such tanks that are above ground shall be screened out of sight so that they are concealed from outside view.

21. **SIDEWALKS AND DRIVEWAYS:** All lots must have concrete sidewalks across the front property line meeting Hendricks County Standards prior to occupancy of the dwelling. Sidewalks must be completed at time of construction and before occupancy or within one (1) year from the date of purchase of the lot from the undersigned, whichever occurs first. This obligation shall extend to the new owner(s) in the event that the lot is sold by the original purchaser with the one-year period still measured from the date of the original purchase from the developers. Compliance is an obligation of the current owner. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another. Driveways to the residence shall be paved or concrete at the time of construction and before occupancy.

22. **SIGNS:** No sign of any kind shall be displayed to the public view upon any home site, except one sign of not more than five square feet, advertising the property for sale or lease.

23. **FENCES:** No fence shall be erected on or along any lot line, nor on any home site, the purpose or result of which will be to limit or obstruct reasonable vision, except to enclose an in ground pool and shall be constructed within reasonable distance from the waters edge. All fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the front of the dwelling other than a fence of a decorative nature not exceeding forty-two inches in height. Any fence proposed by a property owner must be approved by the Architectural Control Committee before construction proceeds.

24. Storm water run-off and sediment control associated with the construction of the Dwelling Unit shall conform in all respects to the Storm Drainage, Erosion, and Sediment Control Ordinance for Hendricks County and any amendments thereto.

5

Purchaser shall be responsible for the removal of any excess building or natural materials dumped by Purchaser or its contractors on any adjacent lot. Any trash generated during the construction of a Dwelling Unit shall be removed immediately or adequately contained either in a trash fence or dumpster located on the Lot. A stone driveway shall be installed prior to construction to reduce the transfer of dirt to the streets. Purchaser shall use its best efforts in confining subcontractors and supplier traffic to the driveway rather than the Lot including signage or communication. Concrete suppliers shall clean out on the Lot and not any other nearby lot. The Developer may fine Purchaser in excess of the actual cost for the removal of any rubbish or natural materials associated with the construction of the Dwelling Unit whether or not it was caused by Purchaser, his suppliers or contractors.

25. Any excess dirt from excavation shall not be spread out over any Lot in such a way that changes the original drainage grade, covers the existing natural tree root systems, or alters natural drainage flows, etc.

26. Purchaser shall finish-grade the Lot to conform with the grading plan approved by the Hendricks County Drainage Board, Especially the grading of side yard and rear swales. Upon Seller's initial grading of all swales as shown on the approved plans, Purchaser shall be responsible for continuity of subsequent grading during and after completion of Dwelling unit construction. Any regrading due to insufficient final grading on a completed Lot shall be Purchaser's responsibility. No sump pumps may discharge onto a street. Finish grading and seeding must be completed prior to occupancy or as soon as weather permits.

27. **ENFORCEMENT:** If the owner of any lot in Pheasant Run shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or equity against the person violating any such covenant and either prevent him from doing so or to recover any damages or other dues for such violation.

28. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date that these covenants are recorder, after which time said covenants shall automatically be extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument signed by the majority owners of the lots in Pheasant Run may be recorded to change any covenant herein.

29. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

30. If 75% of property owners elect to form a home owners association then all

6

property owners will be required to join and become members of that association. At that time all property owners will be required to follow the rules set forth by the association.

IN WITNESS WHEREOF: The said parties as owner and proprietor of the above described sections of Pheasant Run, have hereunto set their hand and seal this 30 day of May, 2008

LIBERTY PARTNERSHIP INC.

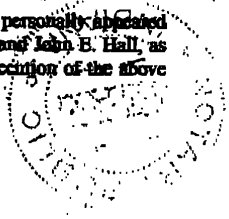
by [Signature]  
Jeffrey L. Roberts  
by [Signature]  
John E. Hall

STATE OF INDIANA )  
COUNTY OF HENDRICKS )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Liberty Partnership Inc., represented by its Corporate Officer, Jeffrey L. Roberts and John E. Hall, as owners and proprietors of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 30 day of MAY, 2008

[Signature]  
Notary Public  
SUSAN M. CHESTNUT  
(printed)



My Commission expires APRIL 22, 2007

**RESTRICTIVE COVENANTS  
LAKE RESTRICTIONS**

7

**AN ADDENDUM TO PHEASANT RUN RESTRICTIVE COVENANTS**

Lots 19, 20, 21, 27, 28, 35 and 36 in Pheasant Run, located in Hendricks County, Indiana.

1. **LAKE MAINTENANCE:** The lake shall be for the sole benefit and use of the following described lot owners, namely the owners of lots numbered 19, 20, 21, 27, 28, 35 and 36. No other lot owners in this subdivision will be allowed access to the lake. Each of the lots through their respective owners shall be responsible for 1/7th of the cost of maintaining and repairing the common lake area and dam. The lake and dam shall be maintained in accordance with sound engineering and ecological practice. In the event that the owners of said lots shall disagree as to the method or manner in which any such repairs or maintenance is required, or in the event that any other questions or problems arise with regard to said lake, then such matter shall be resolved in conformity with the decision of the majority of said owners of the lots with each lot having one vote through its ownership. This covenant shall be binding upon the respective lot owner, their executors, heirs and assigns.

2. **DOCKS:** All dock location, type and size shall be specified and subject to approval by Architectural Committee. All approved docks must be maintained in good condition by property owner.

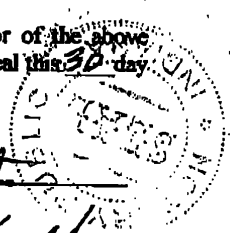
3. **WATERCRAFT:** All watercraft allowed on lake shall be subject to approval by a majority of the 7 lake lot owners. All approved watercraft must be maintained in good condition by property owner. No motorized watercraft will be permitted.

All other terms and conditions of this addendum shall comply with the Restrictive Covenants for Lots#1 through Lot#34 Pheasant Run.

IN WITNESS WHEREOF: The said parties as owner and proprietor of the above described sections of Pheasant Run, have hereunto set their hand and seal this 30 day of May 2003

LIBERTY PARTNERSHIP, INC.

by Jeffrey L. Roberts  
Jeffrey L. Roberts  
by John E. Hall  
John E. Hall



8

STATE OF INDIANA )  
 )  
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Liberty Partnership inc., represented by its Corporate Officers, Jeffrey L. Roberts and John E. Hall, as owners and proprietors of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 30 day of MAY, 20 03

*Susan M Chestnut*  
Notary Public

SUSAN MCHESTNUT  
Printed

My Commission expires APRIL 22, 2007

THIS DOCUMENT PREPARED BY JEFFREY L. ROBERTS.