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HENDRICKS COUNTY RECORDER
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR**

WELLINGTON AT SARATOGA

PL7/30/IAB
2007-29623

THIS Declaration of Covenants, Conditions and Restrictions for Wellington at Saratoga ("Declaration") is made this 6th day of October 2007 by LARRY GOOD PATIO HOMES, LLC, an Indiana limited liability company ("Developer").

Recitals

1. Developer is the owner of the real estate located in Hendricks County, Indiana and being particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate").
2. The Real Estate is a part of the overall tract of real property constituting the planned unit development commonly known as "Saratoga in the Town of Plainfield," and, in addition to this Declaration, is also subject to that certain Declaration of Easements, Covenants and Restrictions of Saratoga in the Town of Plainfield, recorded June 6, 1995 in Book 147, pages 667-702, in the office of the Recorder of Hendricks County, Indiana (the "Master Covenants").
3. Developer intends to subdivide the Real Estate into residential lots in order to create a residential community to be known as "Wellington at Saratoga," which community will consist of both detached and attached single family residences.
4. In connection with subdividing the Real Estate, Developer desires to subject the Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of any part thereof.
5. Developer further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the common areas and certain other areas of the Real Estate following subdivision thereof and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plat(s) of the Real Estate as heretofore or hereafter recorded in the office of the Recorder of Hendricks County, Indiana and of collecting and disbursing assessments and charges as herein provided.

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be

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acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following covenants, conditions and restrictions, each of which shall run with the land and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof, and their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

- 1.1 "Adjoining Neighborhood Property" has the meaning set forth in section 3.1 of this Declaration.
- 1.2 "Applicable Date" means the date determined pursuant to section 5.3 of this Declaration.
- 1.3 "Association" means the Wellington at Saratoga Homeowners Association, Inc., or an organization of similar name, formed, or to be formed, as an Indiana not-for-profit corporation, and its successors and assigns.
- 1.4 "Architectural Review Committee" means the architectural review committee established pursuant to section 6.1 of this Declaration.
- 1.5 "Board of Directors" means the Board of Directors of the Association.
- 1.6 "By-Laws" means the By-Laws of the Association.
- 1.7 "Common Areas" means (i) all portions of the Real Estate shown on any plat of the Real Estate or any part thereof as a "Common Area" or which are otherwise not located in Lots and are not dedicated to the public; (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time; and (iii) all other areas designated as "Common Area" in this Declaration.
- 1.8 "Common Expenses" means (i) expenses of administration of the Association; (ii) expenses of and in connection with the improvement, maintenance, repair or replacement of the Common Areas (including any improvements therein or thereon) and the performance of any other responsibilities and duties of the Association provided herein, including, without limitation, expenses in connection with the Association's maintenance of lawns or landscaping on Lots or of snow removal, if required by the Association, all in accordance with the provisions of this Declaration; (iii) assessments imposed by the Master Covenants with respect to the Real Estate, including, without limitation, "Neighborhood Assessments" as provided in Article VI of the Master Covenants; (iv) all expenses incurred to procure liability, hazard and any other insurance provided for herein; (v) all sums lawfully assessed against the Owners by the Association; and (vi) all

sums declared by this Declaration to be Common Expenses.

- 1.9 "Developer" means Larry Good Patio Homes, LLC, an Indiana limited liability company, and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including (but not limited to) any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Larry Good Patio Homes, LLC, its successors or assigns.
- 1.10 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer or its affiliates no longer own any Lot within the Real Estate, but in no event shall the Development Period extend beyond the date ten (10) years after the date this Declaration is recorded.
- 1.11 "Lake" means Red Bud Lake located along the western portion of the Real Estate and separating the Real Estate from West Bay at Saratoga to the west, as the same may be renamed or otherwise known from time to time in the future.
- 1.12 "Lake Lot" means and shall refer to each of Lots numbered 40 through 57, being the Lots that adjoin the Lake.
- 1.13 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.
- 1.14 "Master Covenants" is defined in paragraph 2 of the Recitals to this Declaration.
- 1.15 "Mortgagee" means the holder of a duly recorded first mortgage lien on any Lot or Residence Unit.
- 1.16 "Non-Lake Lot" means any Lot that does not adjoin the Lake. Specifically, such term shall refer to Lots numbered 1 through 39, including each part of such Lots in the area of the Subdivision (hereinafter defined) in which attached Residence Units (hereinafter defined) are constructed.
- 1.17 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding for all purposes those persons or entities having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary in the applicable security instrument. The term Owner as used herein shall include Developer so long as Developer shall own any Lot; provided, however, that referring to Developer as an "Owner" shall not affect Developer's non-liability for assessments or other responsibilities from which Developer is relieved elsewhere in this Declaration.
- 1.18 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter or heretofore recorded in the office of the Recorder of Hendricks County, Indiana.

- 1.19 "Pool" means the swimming pool that Developer intends to construct in the southern portion of the Subdivision (as hereinafter defined). The Pool, and all appurtenant facilities such as a hot tub, showers and bathrooms, if any, shall be part of the Common Areas. Developer will construct the Pool upon the sale of ten (10) Lots with homes or in 2010, whichever first occurs.
- 1.20 "Residence Unit," when used in connection with Lots developed for detached, single family dwellings, means the single family dwelling located on any such Lot. "Residence Unit," when used in connection with Lots developed for attached, "duplex" style dwellings, means one-half (1/2) of any such building generally designed for residential occupancy and constructed on any such Lot (including one-half (1/2) of the party wall separating such Residence Unit from the adjoining, attached Residence Unit contained within the same building), which attached units may be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied as separate and distinct parcels of real property subject to the provisions of this Declaration.
- 1.21 "Subdivision" means the residential subdivision heretofore or hereafter created by the Developer on the Real Estate pursuant to the recording of a Plat and to be known as Wellington at Saratoga.
- 1.22 "Drainage Easement," "Utility Easement," "Lake Maintenance Easement," "Tree Preservation Easement" or any other designation of an "Easement," or any combination of the foregoing (for instance, "Drainage and Utility Easement") means those areas of ground so designated on a Plat of any part of the Real Estate.

ARTICLE II **APPLICABILITY**

All Owners, their tenants, contract purchasers, guests, invitees and mortgagees, and any other person using or occupying a Lot, Residence Unit or any other part of the Real Estate shall be subject to and shall observe and comply with the applicable covenants, conditions and restrictions set forth in this Declaration and any rules and regulations adopted or established as herein provided, as the same may be amended from time to time.

The Owner of any Residence Unit, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates, any builder or any other Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions and restrictions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants, for such Owner and such Owner's heirs, personal representatives, successors and assigns, with Developer and the other Owners from time to time, to keep, observe, comply with and perform the covenants, conditions and restrictions of this Declaration.

ARTICLE III
PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Lot and related Residence Unit, subject to the following provisions:

- (i) Common Area C, located between Lot 48 and Lot 49, shall not be utilized by any Owner(s) for access to the Lake, other than the Owners of Lot 48 and Lot 49. Common Area C is intended to provide access to the Lake for maintenance purposes only.
- (ii) The right of the Developer (prior to conveyance of the Common Areas to the Association) to grant nonexclusive easements appurtenant to and for the benefit of other real estate in the vicinity of the Real Estate ("Adjoining Neighborhood Property") for the use and enjoyment of the Common Areas by the owners from time to time of all or any part of such Adjoining Neighborhood Property upon and subject to the terms and conditions of such grant, which terms and conditions shall include an obligation to contribute to the cost of the maintenance and repair of such Common Areas;
- (iii) The right of the Developer (prior to conveyance of the Common Areas to the Association) to grant easements in and to the Common Areas to any political subdivision or governmental authority or public utility company;
- (iv) The right of the Association (after conveyance of the Common Areas to the Association by Developer) to dedicate or transfer all or any part of the Common Areas to any political subdivision or governmental authority or public utility company for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of two-thirds (2/3) in the aggregate of both classes of members of the Association;
- (v) Any other easements declared, created, granted or reserved elsewhere in this Declaration, in the Master Covenants, or in any Plat of any part of the Real Estate; and
- (vi) The terms and provisions of this Declaration and the Master Covenants, as applicable.

Neither Developer nor the Association shall be responsible for any loss, damage or injury to property or injury or death to persons arising out of the use of the Common Areas and/or any equipment and facilities installed by Developer or the Association therein or thereon. The Common Areas, including the Lake and Pool areas, and all appurtenant equipment and facilities, shall be used at the sole risk of the user.

- 3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of use and enjoyment of the Common Areas, subject to the terms of this Declaration and the Master Covenants, as well as any rules and regulations promulgated by the Developer or the Association from time to time.
- 3.3 Conveyance of Common Areas. Developer may at any time and from time to time convey all of its right, title and interest in and to any of the Common Areas to the Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Association. The Association is required to accept any such deed of conveyance from Developer.
- 3.4 Easements for Inexactness of Construction. With regard to Lots developed for attached Dwelling Units, the boundary lines separating each such Lot shall be as shown on the Plat, and it is intended that the center of the party wall separating each such Residence Unit from the adjoining Residence Unit shall be physically located exactly on the center of the boundary line separating the two adjoining Lots upon which such attached Residence Units are constructed. However, in the event that, because of inexactness of staking or construction, settling or shifting during or after construction or any other reason, the center of any such party wall shall not coincide with the center of the associated boundary line, then a permanent easement shall exist on the Lot onto which the encroaching Residence Unit encroaches for the exclusive benefit of the Owner of the encroaching Residence Unit for purposes of occupancy, possession, maintenance, use and enjoyment, and such easement shall run with the land and shall be binding upon, and inure to the benefit of any person or entity then or thereafter acquiring or having any right, title or interest in or to the encumbered or benefited Lot or any part thereof, including, without limitation, Mortgagees. The portion of the encumbered Lot subjected to such an easement shall be limited to the exact area onto which the encroaching Residence Unit encroaches upon such Lot. This provision does not apply to Lots developed for detached single family Residence Units and in no way grants any easement to the Owner of a detached Residence Unit based upon the encroachment of such detached Residence Unit upon an adjoining Lot.
- 3.5 Easements for Association Maintenance. There shall exist on every Lot in the Subdivision a permanent easement benefiting the Association and its authorized representatives for the purpose of granting the Association and/or such representatives full right, power and authority to come onto such Lot at all reasonable times to perform the maintenance described in section 5.6 (ix) below.
- 3.6 Developer's Reserved Rights. Notwithstanding any provisions contained in this Declaration to the contrary, Developer hereby reserves the nonexclusive right, privilege and easement in, on, over, under and across the entirety of the Real Estate to tie into and/or otherwise connect to and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including (without limitation) cable television service and drainage lines and facilities constructed or installed in, on, under and/or over all or any portion of the Real

Estate.

- 3.7 Rules and Regulations. The Board of Directors may establish reasonable rules and regulations (not inconsistent with the provisions of this Declaration) concerning the use of the Common Areas and the facilities located thereon. Copies of the rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of any such rules and regulations. Such rules and regulations shall be binding upon the Owners, their family members, tenants, guests, invitees and agents until and unless such rules or regulations shall be specifically overruled, cancelled or modified by the Board of Directors or by the Association in a regular or special meeting by the vote of members holding a majority of the total votes of the Association.

ARTICLE IV
USE RESTRICTIONS

- 4.1 Use Restrictions Contained in Master Covenants. The Master Covenants contain restrictions on the use and ownership of Lots and other areas within the Subdivision, as well as the Lake. The covenants, conditions and restrictions contained in the Master Covenants are hereby incorporated by reference as though fully set forth herein.
- 4.2 Lake Use. Notwithstanding any provision(s) found elsewhere in this Declaration, the Owners of Non-Lake Lots shall be limited in their use of the Lake in accordance with Article III of the Master Covenants. Additionally, access to the Lake by Owners of Non-Lake Lots shall NOT be obtained via the private yards of Lake Lots. Lake Lot property lines in the Subdivision extend to the Lake; therefore, only the specific Owners of the various Lake Lots shall have the right to access the Lake from the private yards of such Lake Lots. In connection with the foregoing provision, any "Lake Access Easement(s)" located on individual Lake Lots and abutting the Lake shall be for maintenance purposes only and for the sole benefit of the individual(s) or entity(ies) responsible for maintenance of the Lake pursuant to the Master Covenants. Such "Lake Access Easement(s)" are not intended to benefit individual Owners in the Subdivision and shall not be utilized by Owners other than the Owner of the Lot on which a particular portion of a "Lake Access Easement" lies. Owners of Lake Lots may use the Lake in accordance with the provisions of the Master Covenants. In addition, Lake Lot Owners may utilize the Lake for boating purposes in accordance with the following terms and conditions, as stipulated by that certain letter, dated November 28, 2006, from the Saratoga Owners Association, Inc. to the Developer, a copy of which is attached to this Declaration as Exhibit "B":
- (i) Boating shall be limited to small, two-person paddle boats (no motor of any kind may be attached or used) of a particular model, design, color and manufacturer to be specified by the Developer as the one style/choice for paddle boats for use by Lake Lot Owners. In the event the particular style/choice of paddle boat chosen by the Developer later becomes obsolete, the Developer (prior to the Applicable Date, as defined in section 5.3 (i)) or

the Association (following the Applicable Date) shall specify the one particular style/choice of approved paddle boat for future paddle boats to be used on the Lake; provided that the chosen style/model shall conform as much as reasonably possible to the original style/model chosen;

- (ii) Boating may only occur during daylight hours;
- (iii) Boating may only occur between the dates of April 15 and October 31;
- (iv) Prior to being able to use an approved paddle boat on the Lake, the applicable Lake Lot Owner shall first install a ground level mooring improvement, being at least five (5) feet higher than the average Lake elevation, made of such materials, design and placement in the rear yard of the applicable Lake Lot as shall be specified and approved by the Architectural Review Committee for the Subdivision. Such mooring improvement shall be maintained by the applicable Owner in a good, workmanlike, attractive condition at all times. Such Owner's paddle boat shall, throughout the period of time during which boating is allowed on the Lake, be stored on (if the approved mooring improvement includes a platform) or attached to (if the approved mooring improvement does not include a platform) the mooring improvement; in such Owner's residence or garage; or off-site to the Subdivision. Paddle boats shall not be stored in any outdoor location on a Lot or any other outdoor location within the Subdivision, other than on or attached to (as applicable in accordance with the design of the mooring improvement) the mooring improvement located on such paddle boat Owner's Lake Lot, designed for such purpose and approved by the Subdivision's Architectural Review Committee;
- (v) During the time period that boating is not allowed (i.e. November 1 through April 14 of the following year) all paddle boats must be stored in the Owner's garage or residence, or at a location off-site to the Subdivision. At no time may a paddle boat be stored on an Owner's driveway, within a sideyard or in any other outdoor Lot location, regardless of such Owner's intent to cover or otherwise hide the appearance of the paddle boat;
- (vi) Any and all boating activities conducted on the Lake shall be at the sole and absolute risk of the applicable owner of the boat and the operator thereof. All boaters, by exercising the right to boat on the Lake, expressly agree to hold the Saratoga Owner's Association, the Developer, the Association and the Architectural Review Committee harmless from any and all claim, liability, cost, damage or expense arising from or in connection with such boating activity.

4.3 Use of Common Areas. Subject to sections 4.1 and 4.2 above, the Common Areas shall be used only for recreational purposes and other purposes permitted or sanctioned by the Association.

- 4.4 Lot Use. All Lots shall be used exclusively for residential purposes and for occupancy by a single family. No business building shall be erected on any Lot, and no trade or business of any kind may be conducted on any Lot. Nothing in this section shall be deemed to preclude an Owner from maintaining an office in his/her Residence Unit for use in connection with the conduct of his/her business, as long as members of the public are not invited to the office for business purposes, no sign is erected in connection therewith and no employees of the Owner's business use the Residence Unit for purposes related to the Owner's business.
- 4.5 Building Size. The ground floor area of any detached Residence Unit, exclusive of open porches, basements and garages, shall not be less than 1600 square feet. The ground floor area of any attached Residence Unit, exclusive of open porches, basements and garages, shall not be less than 1300 square feet.
- 4.6 Building Height: Roof Pitch. The maximum building height of any Residence Unit shall not exceed 35 feet. The building height of the Residence Unit for purposes of the foregoing restriction shall be the vertical distance measured from the highest point of the proposed finished grade at the perimeter of the Residence Unit to the highest point of the roof of the Residence Unit. All Residence Units shall have a minimum 8/12 roof pitch.
- 4.7 Building Placement. Building setback lines are established on the Plat(s) of the Real Estate. No building shall be erected or maintained between the established setback lines and the Lot lines of any Lot. With regard to Lots developed for detached Residence Units, no building shall be erected closer to the side of any Lot than 6 feet (unless a greater setback line is established on the Plat).
- 4.8 Mailboxes. The Architectural Review Committee will designate a standard mailbox and mailbox post design for all Lots. Each Owner of a Lot shall cause such standard mailbox and mailbox post to be installed and maintained at such Owner's expense.
- 4.9 Driveway Lighting. The Architectural Review Committee shall designate a standard driveway or coach light fixture for all Lots and may designate a standard location for such driveway or coach light fixtures. Each Owner of a Lot shall cause such standard driveway or coach light fixture to be installed and maintained at such Owner's expense. Driveway or coach light fixtures shall be on and illuminated from dusk to dawn, unless the Association shall provide otherwise by rule or regulation.
- 4.10 Driveways. All driveways shall be hard-surfaced with 100% concrete from the point of connection with the abutting street to the point of connection with the garage apron and shall be totally completed prior to occupancy of the Residence Unit to which such driveway appertains.
- 4.11 Swimming Pools. No above-ground swimming pools shall be permitted on any Lot, other than "baby" pools not exceeding 5 feet in diameter or 18 inches in height. All such "baby" pools shall be stored indoors when not in actual use. All "in-ground" pools shall

be approved by the Architectural Review Committee and shall be properly and completely fenced so as to provide for the safety of others in the Subdivision. Any such fence shall be first approved by the Architectural Review Committee as to design, height, color, etc. No hard pool cover, whether or not motorized, shall be deemed to meet the need for a "fence" pursuant to this section. For safety purposes, it is required that all approved pools shall be completely enclosed by vertical fencing approved by the Architectural Review Committee. The Architectural Review Committee may require a reasonable level of landscaping around the fenced perimeter of an approved pool, so as to soften the visual effect of the pool and/or required fence.

- 4.12 Garages and Accessory Structures. The garage of any detached Residence Unit shall be a minimum of 420 square feet. The garage of any attached Residence Unit shall be a minimum of 400 square feet. Notwithstanding any other provision in this Declaration or any conflict(s) between this provision and any other provision herein, no structures, including but not limited to detached storage structures such as minibarns or similar structures, shall be erected, placed or permitted to remain upon any Lot, except for a single-family Residence Unit.
- 4.13 Exterior Materials. The colors of exterior building materials used on the buildings on any Lot may be limited by the Architectural Review Committee to a certain color range or palette. Loud or garish colors of brick, trim, siding or roofing are prohibited. Exterior colors on existing structures, including the color of roofing/shingles, brick, soffit and siding, shall not be changed without the express, prior and written approval of the Architectural Review Committee.
- 4.14 Diligence in Construction. Every building, the construction or placement of which is begun on any Lot, shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than forty-five (45) days from the time of such destruction or damage.
- 4.15 Maintenance of Lots and Improvements. The Owner of a Lot shall at all times maintain the Lot and the exterior of any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly. Specifically, such Owner shall:
- (i) Subject to the duties of the Association specified elsewhere in this Declaration, mow and water the grass on the Lot and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the growth of weeds or other unsightly vegetation and to prevent the lawn on such Lot from becoming excessively dry or brown;
 - (ii) Remove all debris or rubbish from the Lot;
 - (iii) Cut down dead or diseased trees from the Lot;

- (iv) Keep the exterior of all improvements on the Lot in good repair and condition; and
- (v) Prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.

In the event the Owner of any Lot fails to perform his maintenance obligations pursuant to this section, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to perform such obligations at the Owner's expense. Any costs incurred by the Association shall constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from any work performed pursuant to this section.

- 4.16 Nuisances. No noxious or offensive activities shall be conducted on any Lot, nor shall anything be done on any Lot that shall become or be an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph constitutes a nuisance that may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage that may result from any work performed hereunder.
- 4.17 Occupancy of Partially Completed Residence Units Prohibited. No Residence Unit shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether the Residence Unit shall have been substantially completed shall be made by the Architectural Review Committee, and such decision shall be binding on all parties.
- 4.18 Signs. No signs or advertisements shall be displayed or placed on any Lot without the express, prior and written approval of the Architectural Review Committee, other than signs provided by Developer or the Association and/or one (1) sign of not more than six (6) square feet for the purpose of advertising the Lot and/or Residence Unit thereon for sale.
- 4.19 Decorative Lawn Ornaments. Decorative lawn ornaments shall not be placed in the front or side yards of any Lot.
- 4.20 Play/Sports Equipment. All play or sports equipment, swings, or other play facilities are permitted only in the rear yard, provided that a glass basketball backboard (black pole/support) may be allowed along a driveway in the front or side yard. Exterior lighting of play or sports equipment/facilities is not permitted. No play or sports equipment may be placed at anytime in the sidewalk area or street.

- 4.21 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to a total of three (3) normal, domestic household pets may be kept subject to reasonable rules and regulations established by the Association, provided that such pets are not kept, bred or maintained for any commercial purpose.
- 4.22 Vehicle Parking. No motor homes, campers, boats, trailers, recreational vehicles or similar vehicles shall be parked or stored on any Lot, unless the same are parked in a garage. No vehicle shall be repaired or restored on any Lot, except in a garage. Inoperable vehicles shall not be allowed to remain on any Lot or street, except only to the extent necessary to enable movement to a proper repair facility. To the extent permitted by applicable laws and ordinances, parking is prohibited at all times within the cul-de-sac loops of any street within and upon the Real Estate, and overnight parking is prohibited on all streets.
- 4.23 Garbage, Trash and Other Refuse. No Owner shall burn garbage or other refuse on his/her Lot, nor shall any Owner accumulate out-of-doors any such refuse on his/her Lot. Rubbish, garbage or other waste shall at all times be kept in sanitary containers.
- 4.24 Outside Storage. Except for construction materials and equipment used by the builder during the construction of the Residence Unit on a Lot, all construction materials and equipment, lawn equipment and similar items shall be stored at all times when not in use in enclosed storage areas.
- 4.25 Temporary Structures. No trailers or temporary storage sheds shall be erected or situated on any Lot, except that used by the builder during the construction of the Residence Unit on a Lot.
- 4.26 Satellite Dishes and Outside Speakers. No satellite dishes or outside speakers shall be installed or permitted on any Lot, except satellite dishes eighteen (18) inches or less in diameter which may be installed only at locations approved by the Architectural Review Committee.
- 4.27 Antennas and Solar Heat Panels. Except as approved by the Architectural Review Committee as provided in Article VI, no exposed antennas or solar heat panels shall be installed or permitted on any Lot.
- 4.28 Awnings. No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any Lot.
- 4.29 Fences. No fence shall be installed in front of the front corner of a Residence Unit that is furthest back from the street that serves as access to such Residence Unit. No fences shall be installed on any Lot abutting Saratoga Parkway closer than thirty (30) feet to the right-of-way line for such road. Any fences not prohibited by the foregoing provisions of this subsection shall be installed only with the express, prior and written approval, as to design, materials, height, color and/or other elements, of the Architectural Review

Committee as provided in Article VI. All approved fences shall include a minimum seventy-two (72) inch wide gate (or two gates the combined width of which opening totals at least seventy-two (72) inches), which shall remain unlocked, in order to provide access to the Association or its agent(s) for the purpose of conducting maintenance in accordance with Section 5.6 (ix) below, at such times that the Association or its agent(s) deem it necessary or convenient to conduct such maintenance.

- 4.30 Lot Access. All Lots shall be accessed from the interior street areas of the Subdivision. No Lot access is permitted from Saratoga Parkway.
- 4.31 Tree Preservation. No trees, other than dead or diseased trees, shall be removed from any Lot without the express, prior and written approval of the Architectural Review Committee as provided in Article VI.
- 4.32 Prohibition Against Granting Other Easements. Without the express, prior and written approval of the Architectural Review Committee, an Owner shall not grant any easements to any third party, including public utility companies, political subdivisions or governmental authorities, for the purposes of providing water, sanitary sewer or storm water drainage for a property other than such Owner's Lot; provided, that nothing in this paragraph shall be deemed to restrict or otherwise limit Developer's rights elsewhere stipulated in this Declaration.
- 4.33 Street Lighting. Developer or the Town of Plainfield, Indiana, may (but shall not be obligated to) provide street lighting for any streets located within the Real Estate in connection with the initial development of the Real Estate. If Developer or the Town of Plainfield provides such street lighting, any additional street lighting desired by the Owners shall be installed by the Association at its cost, which cost shall be paid by the Owners as a Common Expense.

ARTICLE V ASSOCIATION

- 5.1 Membership. Each Owner shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot.
- 5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:
- (i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the immediately following subparagraph).
 - (ii) Class B Members. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the Applicable Date (as defined in section 5.3 below).

5.3 Voting Rights. Each class of membership of the Association shall have the respective voting rights set forth in this section 5.3.

- (i) As used herein, the term "Applicable Date" shall mean the date which is the earlier of (i) the date on which the written resignation of Developer as a Class B member is delivered to the Secretary of the Association or (ii) the date on which Developer no longer owns any Lot.
- (ii) Except for matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall exercise all voting rights with respect to any matter submitted to a vote of the members of the Association and shall have one (1) vote for each Lot of which Developer is the Owner. For those matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall have three (3) votes for each Lot of which the Developer is the Owner.
- (iii) From and after the Applicable Date and, prior to the Applicable Date for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner. Where more than one person, or an entity, or more than one entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves; provided, that in no event shall more than one vote be cast with respect to such Lot, and no vote may be split between multiple Owners. Until the Applicable Date, except for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, the Class A members shall have no votes with respect to any matter submitted to a vote of the members of the Association.

5.4 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

5.5 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of one (1) year. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice as provided therein, but in any event, with at least ninety (90) days prior written notice.

5.6 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

- (i) The administration and enforcement of the covenants and restrictions

contained in this Declaration;

- (ii) The maintenance and upkeep of the Common Areas (including the improvements located thereon, if any, and including any landscape islands located in any public right-of-way within and upon the Real Estate), asphalt pathways, sidewalks, the entry signs and lighting, all as the Association deems appropriate or as required elsewhere in this Declaration or the Master Covenants;
- (iii) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners, the insurance coverages required by this Declaration and such other insurance as the Association deems necessary or advisable;
- (iv) Payment of taxes, if any, assessed against and payable with respect to the Common Areas;
- (v) Assessment and collection from the Owners of the Common Expenses and collection of expenses associated with the maintenance and repair of the Common Areas from the owners of the Adjoining Neighborhood Property if such owners have been granted the right to use the Common Areas by Developer as provided in section 3.1;
- (vi) Contracting for such services as management, lawn and landscaping maintenance, snow removal, security control, trash removal or other services as the Association deems necessary or advisable. Nothing contained herein shall be construed to require the Association to provide any such services, unless required elsewhere in this Declaration;
- (vii) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective;
- (viii) Enforcing the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable and without obligation on the Association to take enforcement action in any such instance;
- (ix) Lot lawn and landscaping maintenance. Lot lawns and landscaping shall

be considered part of the Common Areas for purposes of maintenance only. The Association's maintenance responsibilities with regard to Lot lawns and landscaping shall be limited solely to the mowing and bi-annual "weed and feed" of lawns; mulching one (1) time each year of those areas for which the Developer provided mulch in the standard landscape package included with the original Lot/home purchase from Developer (the "Standard Landscape Package"); and the trimming of trees, plants, shrubs and bushes provided by the Developer in the Standard Landscape Package. Association maintenance shall not include the watering of Lot lawns, including without limitation the maintenance or repair of the irrigation system located on any Lot, all of which shall be the sole responsibility of the applicable Lot Owner. The Owner of any Lot shall be solely responsible for the trimming of all trees, plants, shrubs and/or bushes on such Lot that were not provided by the Developer in the Standard Landscape Package (all of which "additional" landscaping shall be approved, prior to installation, by the Architectural Review Committee in accordance with Article VI below), as well as the maintenance and upkeep associated with all flowers. In addition, Owners shall be solely responsible for edging around fences, trees, plants, shrubs and bushes.

- 5.7 Compensation. No director or officer of the Association shall receive compensation for his or her services as such director or officer, except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members called for the purpose of voting on director or officer compensation.
- 5.8 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons or entities for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

ARTICLE VI **ARCHITECTURAL REVIEW COMMITTEE**

- 6.1 Creation. There shall be, and hereby is, created and established an Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of the Developer. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The three (3) persons appointed by the Board of Directors to the Architectural Review Committee shall consist of Owners of Lots but need not be members of the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member

of the Architectural Review Committee upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, structures or any other improvements placed or modified by any person on any Lot and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Real Estate and the harmonious relationship among Residence Units and the natural vegetation and topography.

- (i) In General. No residence, building, structure, antenna, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio, landscaping (other than annual flowers, which shall be allowed without approval) or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the express, prior and written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.
- (ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application (a "Requested Change") made to it when:
 - (a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the applicable terms of this Declaration or the Master Covenants;
 - (b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent Residence Units or related improvements; or
 - (c) The Requested Change, in the reasonable opinion of the Architectural Review Committee, would not preserve or enhance the value and