Covenants

For

CAROLINA COMMONS SEE TWO

(PLOT CC&R'S ONLY)

Hamilton County
CAROLINA COMMONS

SECTION TWO - Secondary Plat

[Diagram of the secondary plat with annotations and signatures]


[Signatures and dates]

[Diagram legend]

Concrete Man. Set
Copperhead Set
Iron Pin Set

[Legend symbols and measurements]
DECLARATION OF EASEMENTS, CONDITIONS AND Restrictions

CHAPTER I

ARTICLE I

THIS DECLARATION, made on the date hereinafter set forth by WOD Development Company, Inc., an Indiana corporation, hereinafter referred to as "Declarant," is earnestly recommended by the undersigned.

WITNESSES:

Whereas, Declarant is the owner of certain property in Carroll County, Indiana, which is more particularly described as Carroll County, Indiana, Section 1, Subdivision 2, Parcels 100 and 101, and Section 1, Subdivision 2, Parcels 102 and 103, and

Now, Therefore, declarant hereby declares that all of the property described as Carroll County, Indiana, Section 1, Subdivision 2, Parcels 100 and 101, and Section 1, Subdivision 2, Parcels 102 and 103, shall be subject to the condition that all such property shall hereinafter be subject to the conditions and restrictions hereinafter set forth, and

ARTICLE II

This subdivision shall be known and designated as Carroll County, Section 1, a subdivision located in Carroll County, Indiana.

ARTICLE III

Section 1. "Deed" shall mean and refer to the record owner, whether one or more persons or entities, that is a part of the property, including structures.

Section 2. "Provisions" shall mean and refer to the deed of record described as Carroll County, Indiana, Section 1, Subdivision 2, Parcels 100 and 101, and Section 1, Subdivision 2, Parcels 102 and 103.

Section 3. "Lot" shall mean and refer to any tract or portion of land divided and kept for the purpose of maintaining the lot lines and elevations.

Section 4. "Owner" shall mean and refer to any person, firm, corporation, or association having any interest in the property.

Section 5. "Committee" shall mean and refer to the group of lot owners to whom Declarant turns over the responsibility for maintaining the subdivision.

ARTICLE IV

Section 1. Building and improvement regulations shall be adopted by the Committee. If Declarant files a plat in Carroll County, Indiana, from the building and improvement regulations that the said plan may be recorded in the recorder's office in Carroll County, Indiana, Section 1, Subdivision 2, Parcels 100 and 101, and Section 1, Subdivision 2, Parcels 102 and 103, and the plat of record shall be amended to show the plan.

ARTICLE V

Section 1. Architectural controls shall be exercised by the Committee. No building, frame, wall, or other structure, shall be located or constructed, except as hereinafter provided, on the property, nor shall any structure be used for any purpose other than as hereinafter provided.

ARTICLE VI

Section 1. Building location and grade elevations. Each building site shall be occupied by a building or structure not more than one story in height and not more than one story in height and shall be located and erected in such a manner as to be in conformity with the plans and specifications hereinafter set forth in this ARTICLE VI.

ARTICLE VII

Section 1. Land use and building types. All lots shall be used for residential purposes only and no building or structure shall be erected thereon. The size of the main structure, exclusive of porches, garages, and similar structures, shall not be less than one and one-half (1,500) square feet in the case of a one-story structure, and not less than two thousand four hundred (2,400) square feet in the case of a two-story structure, provided that the main structure and all accessory structures shall be in conformity with the plans and specifications hereinafter set forth in this ARTICLE VII.

ARTICLE VIII

Section 1. Setbacks and setbacks shall be observed by the Committee. All buildings and structures shall be set back from the front of the property not less than twenty-five (25) feet and not less than twenty-five (25) feet.

ARTICLE IX

Section 1. Setbacks and setbacks shall be observed by the Committee. All buildings and structures shall be set back from the front of the property not less than twenty-five (25) feet and not less than twenty-five (25) feet.
The Committee shall have the authority to collect any sums necessary to maintain the above-mentioned parks. The Committee shall have the right to not be responsible for the assessment of any and all other matters as it sees fit. All assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land on which they shall be levied, and shall be a lien against such land and all improvements thereon. In case any assessment is not paid within ninety (90) days after a written demand is delivered to the owner, the thirty days shall run from the date of the assessment and not the date received.

Section 2. Effect of Non-Payments of Assessments: Payment of the assessments, if any assessment is not paid within thirty (30) days after the due date, the assessment shall become delinquent and shall become a charge on any and all other matters as it sees fit. In case any assessment is not paid within ninety (90) days after a written demand is delivered to the owner, the thirty days shall run from the date of the assessment and not the date received.

The personal obligation of the person who pays such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If any lien for taxes or other charges is not paid within thirty (30) days after the due date, the assessment shall bear interest on the date of delinquency at the rate of interest allowed by the laws of the state, but in no event, less than ten (10) per cent, and the commission may take action at law against any person or corporation for the recovery of the amount so delinquent and the interest thereon. Provided, however, the sale or transfer of any lot pursuant to the provisions of any lien mortgage on such lot without the consent of joining the certificates in any such foreclosure, annulment or release shall be null and void and of no effect in law thereunder until satisfaction of the amount of all assessments becoming due prior to the date of such sale or transfer.

Section 3. Annulment of the lien to which no evidence, the lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage, sale or transfer of any lot shall not affect the assessment lien, and shall not pass to any successor in title unless expressly assumed by them.

DECLARATION OF EASEMENTS

Section 1. Easements. The easements reserved in this declaration to Sewer Drainage District No. 2, and to the public are in accordance with the provisions of the Act of 1925, and do not convey any interest in the property subject thereto. Any and all easements for the benefit of the Sewage Drainage District No. 2, or any other authority, and for the benefit of any lot or parcel of land within the city, shall be subject to the rights herein reserved, and shall not be a burden on the land or any part thereof, except so far as they are necessary for the purpose of serving the land and drainage rights in the drainage districts. Any and all easements reserved in this declaration shall be for the benefit of the Sewage Drainage District No. 2, or any other authority, and shall not be a burden on the land or any part thereof, except so far as they are necessary for the purpose of serving the land and drainage rights in the drainage districts.