First American Title Insurance Company  
Indianapolis Downtown—Corporate  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
CAROLINA COMMONS SUBDIVISION
COVENANTS, LIMITATIONS AND RESTRICTIONS

1. NAME. This subdivision shall be known and designated as Carolina Commons, a subdivision located in Avon, Hendricks County, Indiana, which subdivision is contained within the tract of real estate particularly described on attached Exhibit A.

2. STREET DEDICATION. The streets shown and hereinafter dedicated are hereby dedicated to the public.

3. LAND USE AND PERMITTED STRUCTURES. All lots of Carolina Commons shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling and one (1) private, attached garage.

4. TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED. No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Architectural Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions and to include consideration and approval of the plans and specifications, and the qualifications of a builder to include responsiveness and responsibility as determined by the Architectural Control Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior finishes, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plans and such other data or information as may be reasonably requested, all subject to the following minimum standards:

   a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area exclusive of open porches and garages, of 1,500 square feet in the case of a one story structure and 1,900 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Architectural Control Committee.

   b. No single-family dwellings, garage, out building or other structure of any kind shall be erected, placed or altered on any lot and all materials incorporated into the construction thereof shall be new except that used bricks, weathered barn siding, or like, or interior design features utilizing other than new materials, may be approved by the Architectural Control Committee. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any lot at any time for use as either a

   any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools and no yard satellite dishes are permitted.

5. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of three (3) members to be elected within the sole discretion of Carolina Commons as developer of this subdivision, or its designated nominee. Individual members of the Architectural Control Committee shall be subject to appointment and removal in the sole discretion of Carolina Commons or its designated nominee.
temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot.

c. FENCES: No fence shall be erected between the front property line and the front of the dwelling, or in the case of a corner lot, between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Control Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no further from the residence than midway from the residence and the property line (both side and rear). No fence shall be located within any drainage easement. Any metal or chain-link fence must be covered with black or brown vinyl and may not exceed forty-two (42) inches in height.

d. SPECIAL PROVISIONS DURING CONSTRUCTION: It is the responsibility of the owner of any homesite to maintain a clean and safe construction site. Prior to final approval of house plans, the contemplated builder must agree in writing to comply with the erosion control plan for Carolina Commons and agree to perform the required activities as outlined by the Architectural Control Committee. This includes installing a stone driveway area immediately upon commencement of construction activities and taking steps to minimize mud and debris carryover to the streets and adjacent lots.

e. MAILBOXES: It is the responsibility of the lot owner to install a mailbox meeting standards established by the Architectural Control Committee. Specifications shall be provided at the time of closing.

f. TIME LIMITS FOR CONSTRUCTION: There is no maximum time permitted prior to construction of a residence.

g. No dwelling, garage, out building or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools and no yard satellite dishes are permitted.

5. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of three (3) members to be elected within the sole discretion of Carolina Commons as developer of this subdivision, or its designated nominee. Individual members of the Architectural Control Committee shall be subject to appointment and removal in the sole discretion of Carolina Commons or its designated nominee.

2

by the Architectural Control Committee. Carolina Commons Property Owners Association, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to owners for such work.

9. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC.

A. Creation of the Lien and Personal Obligation of Assessments. The Developer, being owner of Carolina Commons subdivision, hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to become a member of Carolina Commons Property Owners Association, Inc., a not-for-profit corporation, and to pay to the Association:

(1) Annual assessments or charges;
(2) Special assessments for capital improvements, such
The Architectural Control Committee’s approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Architectural Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. FUEL RECEIPTABLES AND TRASH ACCUMULATIONS. Tanks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes and which pets shall not exceed two in number per household. Additional pets may be permitted if kept within the residence at all times. Any dog permitted outside of a residence must be maintained within a fenced yard. (No outdoor animal kennel is permitted.)

8. MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner, with weeds and other growths to be reasonably kept, and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Architectural Control Committee. Carolina Commons Property Owners Association, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to owners for such work.

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(1) Annual assessments or charges;
(2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against
which assessment is made. Each such assessment, together
such interest thereon and cost of collection thereof as
hereinafter provided, shall also be the personal obligation of
the person who was the Owner of such property at the time
when the assessment fell due.

B. Purposes of Assessments.
The Assessments levied by the Association shall be used exclusively for the
purpose of promoting the recreation, health, safety and welfare of the
owners of all lots and in particular for the improvements and maintenance
of properties, services, and facilities devoted to this purpose and related to
the use and enjoyment of the common areas situated upon the development
including, but not limited to, the payment of taxes and insurance thereof
and repair, replacement, maintenance, and additions thereto, and for the
cost of labor, equipment, materials, management and supervision thereof
excluding items covered under paragraph 10 herein. All common
properties as shown on the plat of the subdivision shall be deeded to
Carolina Commons Property Owners Association, Inc.

C. Basis and Amount of Annual Assessments.
The original assessment pursuant to the covenants of Carolina Commons
subdivision shall be in the amount of $100.00 per year for each lot sold by
the Developer, its representatives or assigns, by land contract or deed and
assessment shall be distributed evenly against each lot. All such
assessments shall be paid to the Treasurer of the Carolina Commons
Property Owners Association, Inc. From all such assessments, the
Association shall pay for the cost of maintenance, repair, upkeep,
management and operation of the common areas as required in the By-
Laws of Carolina Commons Property Owners Association, Inc. In no
event shall any assessment or charge or special assessment as provided
below be levied against or be due from developer for any lots owned by it
or otherwise.

D. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized by Section C hereof, the
Association may levy in any assessment year on each lot sold by the
Developer, its representative or assigns, a special assessment, applicable to
that year only, for the purpose of defraying, in whole or in part, the cost of
any construction or reconstruction, unexpected repair or replacement of
capital improvements. Provided any such assessment shall have the
affirmative vote of two-thirds (2/3) of the votes of all voting members who
are voting in person or by proxy at a meeting duly called for this purpose,
written notice of which shall be sent to all members at least thirty (30) days
in advance and shall set forth the purpose of the meeting.
E. Change in Basis and Maximum of Annual Assessments.
Subject to the limitations of Section C hereof, and for the periods therein
specified, the Association may change the maximum and basis of the
assessments fixed by Section C hereof prospectively for any such period
provided that any such change shall have the assent of two-thirds (2/3) of
the voting members who are voting in person or by proxy at a meeting duly
called for this purpose, written notice of which shall be sent to all members
at least thirty (30) days in advance and shall set forth the purpose of the
meeting.

F. Quorum for Any Action Authorized Under Sections D and E.
The quorum required for any action authorized by Sections D and E hereof
shall be as follows: At the first meeting called, as provided in Sections D
and E hereof, the presence at the meeting of Members or of proxies
entitled to cast sixty percent (60%) of all votes of the membership shall
constitute a quorum. If the required quorum is not forthcoming at any
meeting, another meeting may be called, subject to the notice requirement
as set forth in Sections D and E, and the required quorum at any such
subsequent meeting shall be one-half of the required quorum at the
preceding meeting, provided that no such subsequent meeting shall be held
more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates.
The initial annual assessments, provided for herein, shall commence on the
first day of the month following conveyance of a lot to an owner. The
Assessment for each succeeding year shall become due and payable on the
first day of April of each year. No adjustments or prorations of
assessments shall be made by the Association. For the purposes of levying
the assessments, assessments shall be considered as paid in advance and
shall be levied against any lot which is subject to these Restrictions. The
due date of any special assessments under Section D hereof shall be fixed in
the Resolution authorizing such assessment.

H. Duties of the Board of Directors.
The management, affairs and policies of the Association shall be vested in a
Board of Directors. The Board of Directors of the Association shall
prepare a roster of the properties and assessments applicable thereto at
least thirty (30) days in advance of such assessment due date. Such
assessment roster shall be kept in the office of the Association. Written
notice of the assessment shall thereupon be sent to every owner subject
thereto.
The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed $10.00 shall be added thereto and from the date of assessment, interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney’s fees to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages.

The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property.
The following property, subject to this Declaration, shall be exempt from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and
assigns, and held by them or any of them for sale or resale, including any lots which may have been re-acquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

I. Voting, Board and Developer.
Each owner of a lot in the development of Carolina Commons shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members, Lee White, Matthew Gregory, and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Carolina Commons subdivision.

10. **DRIVEWAYS.** All driveways shall be constructed with portland cement. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Architectural Control Committee’s specifications. Lot Owners shall keep sidewalks on their respective lots free of snow and cleared of debris.

12. **NUISANCE.** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. This shall include, but not be limited to, the operations of any mapped, motorcycle, off-road vehicle, all-terrain vehicle, or similar item on any lot or in any street within the boundaries of the subdivision. No animal kennel, dog run, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court, or similar item is permitted. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.
13. **VEHICLE REGULATIONS.** No vehicle of more than one ton hauling capacity or equivalent vehicle shall be parked on any homsite except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any homsite unless kept within a garage. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking shall be permitted, but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

14. **UTILITY EASEMENTS AND DRAINAGE.** "Utility Easements" as shown on the recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on the recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swales. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

15. **RIGHTS OF ENFORCEMENT.** In the event of the violation, or threatened violation of any of the subdivision restrictions herein enumerated, Carolina Commons Property Owners Association, Inc. or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan Commission shall have the right to enforce these subdivision restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without providing actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these subdivision restrictions and shall be entitled to recover reasonable attorney's fees and other legal costs and expenses incurred as a result thereof.

16. **GENERAL.** These subdivision restrictions may be amended or changed (except paragraphs 5 and 14 hereof which shall not be subject to amendment or change except by Carolina Commons Property Owners Association, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recording of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these subdivision restrictions by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
IN WITNESS THEREOF, Carolina Commons Property Owners Association, Inc., being the owner of Carolina Commons subdivision, by all of its officers has exhausted these Covenants, Limitations and Restrictions to be executed this ____ day of _______________ 1998.

CAROLINA COMMONS PROPERT

BY: Lee Whiten, President

BY: Matthew Q. Gregory, Vice President

BY: Larry G. Gregory, Secretary/Treasurer

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared J. Lee Whiten, President, Matthew Q. Gregory, Vice President, and Larry G. Gregory, Secretary/Treasurer, being all of the officers of Carolina Commons Property Owners Association, Inc., who acknowledged the execution of the foregoing Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _______________ 1998.

My Commission Expires: _______ 2000

County of Residence: Hendricks

This instrument was prepared by
Charles E. Hostetter
Attorney at Law
515 North Green Street, Suite 200
Brownsburg, IN 46112
(317) 855-2422
CAROLINA COMMONS
SPECIAL RESTRICTIVE COVENANTS

The Undersigned, Carolina Commons, Inc., by J. Lee Wilson, President, and Larry G. Gregory, Secretary, as owners, developers and proprietors of "Carolina Commons", located in Washington Township, Hendricks County, Indiana, do hereby indemnify, restrict and covenant the unswaid lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. **Fully Protect Residential Area:** The following covenants, in their entirety shall apply to Lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 21, 22, 24, 25, 26, 27, 37, 42, 44, 45, 46, 49, 50, 51, 52 and 53 of Section 1 and all of Section 2 of said subdivision being located in Washington Township, Hendricks County, Indiana.

2. **Building Exterior Construction:** No structure may be constructed on any remaining lots in this subdivision with any vinyl or aluminum siding used in its construction.

3. **Enforcement:** If the parties hereto, or any of them, their heirs or assigns or shall violate or attempt to violate the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or
other deeds for such violation. A violation of any restriction herein will not result in
reversion or forfeiture of title.

4. Term: These covenants are to run with the land and shall be binding on
all parties and all persons claiming under them for a period of 25 years from the date that
these covenants are recorded, after which time said covenants shall be automatically
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 part.

IN WITNESS WHEREOF: the said party as owners and proprietors of the above
described subdivision has heretofore set their hands and seals this _9_ day of

August 2001.

CAROLINA COMMONS, INC.

By

[Signature]

Jude Whitton, President

ATTEST:

Larry G. Gregory, Secretary

[Signature]
STATE OF INDIANA 

COUNTY OF _Davis__

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above named J. Lee Whitin, President of Carolina Commons, Inc., and Larry G. Gregory, Secretary of Carolina Commons, Inc., and acknowledged the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 4th day of August, 2001.

My Commission Expires: ____________________________

Signature of Notary Public:

County of Residence: ____________________________

County, State of Indiana: ____________________________

Printed Name of Notary:

This instrument prepared by Charles E. Hostetter, HOSTETTER A'OHARA
513 N. Green St., Suite 200, Brownsburg, IN 46112

FF-1000132709

FACED FOR REPRINT

[Handwritten date: 08-13-2001]

[Handwritten stamp: 08:13.2001 - 01:13]

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CAROLINA COMMONS SUBDIVISION
COVENANTS, LIMITATIONS AND RESTRICTIONS

1. NAME. This subdivision shall be known and designated as Carolina Commons, a subdivision located in Avon, Hendricks County, Indiana, which subdivision is contained within the tract of real estate particularly described on attached Exhibit A.

2. STREET DEDICATION. The streets shown and not heretofore dedicated are hereby dedicated to the public.

3. LAND USE AND PERMITTED STRUCTURES. All lots of Carolina Commons shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling and one (1) private, attached garage.

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a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1600 square feet in the case of a one story structure and 1900 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term “ground floor area” with respect to single-family dwellings of first-level, bi-level and one and one-half story designs shall rest exclusively with the Architectural Control Committee).

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c. FENCES. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot, between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Control Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no farther from the residence than midway from the residence and the property line (both side and rear). No fence shall be located within any drainage easement. Any metal or chain-link fence must be covered with black or brown vinyl and may not exceed forty-two (42) inches in height.

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2. Special assessments for capital improvements, such
The Architectural Control Committee’s approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Architectural Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. FUEL RECEPTACLES AND TRASH ACCUMULATIONS. Tasks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes and which pets shall not exceed two in number per household. Additional pets may be permitted if kept within the residence at all times. Any dog permitted outside of a residence must be maintained within a fenced yard. (No outdoor animal kennel is permitted.)

8. MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner, with weeds and other growths to be reasonably kept, and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Architectural Control Committee. Carolina Commons Property Owners Association, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to owners for such work.

9. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC.

A. Creation of the lien and personal obligation of assessments. The Developer, being owner of Carolina Commons subdivision, hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to become a member of Carolina Commons Property Owners Association, Inc., a not-for-profit corporation, and to pay to the Association:

(1) Annual assessments or charges, and

(2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against
which assessment is made. Each such assessment, together
such interest thereon and cost of collection thereof as
hereafter provided, shall also be the personal obligation of
the person who was the Owner of such property at the time
when the assessment fell due.

B. Purposes of Assessments.
The Assessments levied by the Association shall be used exclusively for the
purpose of preserving the recreation, health, safety and welfare of the
owners of all lots and in particular for the improvements and maintenance
of properties, services, and facilities devoted to this purpose and related to
the use and enjoyment of the common areas situated upon the development
including, but not limited to, the payment of taxes and insurance thereof
and repair, replacement, maintenance, and additions thereto, and for the
cost of labor, equipment, materials, management and supervision thereof
excluding items covered under paragraph 10 herein. All common
properties as shown on the plat of the subdivision shall be deemed to
Carolina Commons Property Owners Association, Inc.

C. Basis and Amount of Annual Assessments.
The original assessment pursuant to the covenants of Carolina Commons
subdivision shall be in the amount of $100.00 per year for each lot sold by
the Developer, its representatives or assigns, by land contract or deed and
assessment shall be distributed evenly against each lot. All such
assessments shall be paid to the Treasurer of the Carolina Commons
Property Owners Association, Inc. From all such assessments, the
Association shall pay for the cost of maintenance, repair, upkeep,
management and operation of the common areas as required in the By-
Laws of Carolina Commons Property Owners Association, Inc. In no
event shall any assessment or charge or special assessment as provided
below be levied against or be due from developer for any lots owned by it
or otherwise.

D. Special Assessments for Capital Improvements.
In addition to the annual assessment authorized by Section C hereof, the
Association may levy in any assessment year on each lot sold by the
Developer, its representatives or assigns, a special assessment applicable to
that year only, for the purpose of defraying, in whole or in part, the cost of
any construction or reconstruction, unexpected repair or replacement of
capital improvements. Provided any such assessment shall have the
affirmative vote of two-thirds (2/3) of the votes of all voting members who
are voting in person or by proxy at a meeting duly called for that purpose,
written notice of which shall be sent to all members at least thirty (30) days
in advance and shall set forth the purpose of the meeting.
B. Change in Basis and Maximum of Annual Assessments.
Subject to the limitations of Section C hereof, and for the periods therein
specified, the Association may change the maximum and basis of the
assessments fixed by Section C hereof prospectively for any such period
provided that any such change shall have the assent of two-thirds (2/3) of
the voting members who are voting in person or by proxy at a meeting duly
called for this purpose, written notice of which shall be sent to all members
at least thirty (30) days in advance and shall set forth the purpose of the
meeting.

F. Quorum for Any Action Authorized Under Sections D and E.
The quorum required for any action authorized by Sections D and E hereof
shall be as follows: At the first meeting called, as provided in Sections D
and E hereof, the presence at the meeting of Members or of proxies
entitled to cast sixty percent (60%) of all votes of the membership shall
constitute a quorum. If the required quorum is not forthcoming at any
meeting, another meeting may be called, subject to the notice requirement
as set forth in Sections D and E, and the required quorum at any such
subsequent meeting shall be one-half of the required quorum at the
preceding meeting, provided that no such subsequent meeting shall be held
more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates.
The initial annual assessments, provided for herein, shall commence on the
first day of the month following conveyance of a lot to an owner. The
Assessment for each succeeding year shall become due and payable on the
first day of April of each year. No adjustments or provisions of
assessments shall be made by the Association. For the purposes of levying
the assessments, assessments shall be considered as paid in advance and
shall be levied against any lot which is subject to these Restrictions. The
due date of any special assessments under Section D hereof shall be fixed in
the Resolution authorizing such assessment.

H. Duties of the Board of Directors.
The management, affairs and policies of the Association shall be vested in a
Board of Directors. The Board of Directors of the Association shall
prepare a roster of the properties and assessments applicable thereto at
least thirty (30) days in advance of such assessment due date. Such
assessment roster shall be kept in the office of the Association. Written
notice of the assessment shall thereupon be sent to every owner subject
thereto.
The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed $10.00 shall be added thereto and from the date of assessment, interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action, and in the event of judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney’s fees to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages.

The fees of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not revive such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property.

The following property, subject to this Declaration, shall be exempt from the assessments, charge and liens created herein; (a) all properties to the extent of any assessment or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and
assigns, and held by them or any of them for sale or resale, including any lots which may have been re-acquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and fees.

1. Voting, Board and Developer.

Each owner of a lot in the development of Carolina Commons shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members: Lee White, Matthew Gregory, and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Carolina Commons subdivision.

10. DRIVEWAYS. All driveways shall be constructed with portland cement. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. SIDEWALKS. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of construction and maintaing the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Architectural Control Committee's specifications. Lot Owners shall keep sidewalks on their respective lots free of snow and cleared of debris.

12. NUISANCE. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. This shall include, but not be limited to, the operations of anyaped, motorcycle, off-road vehicle, all-terrain vehicle, or similar items on any lot or on any street within the boundaries of the subdivision. No animal kennel, dog run, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court, or similar item is permitted. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.
13. **VEHICLE REGULATIONS.** No vehicle of more than one ton hauling capacity or equivalent vehicle shall be parked on any premises except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any premises unless kept within a garage. Routine co-street parking is prohibited except that in instances when guest parking is required for special occasions, vehicles shall be permitted, but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

14. **UTILITY EASEMENTS AND DRAINAGE.** "Utility Easements" as shown on the recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, or electric lines, poles, ducts, pipes, etc., on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on the recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collection of trash or other articles which may pass along, over and through said easement.

15. **RIGHTS OF ENFORCEMENT.** In the event of the violation, or threatened violation of any of the subdivision restrictions herein enumerated, Carolina Commons Property Owners Association, Inc. or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan Commission shall have the right to enforce these subdivision restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without providing actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these subdivision restrictions and shall be entitled to recover reasonable attorney’s fees and other legal costs and expenses incurred as a result thereof.

16. **GENERAL.** These subdivision restrictions may be amended or changed (except paragraphs 5 and 14 hereof which shall not be subject to amendment or change except by Carolina Commons Property Owners Association, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recording of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these subdivision restrictions by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

OWNERS ASSOCIATION, INC.

BY: [Signature]

Matthew Q. Gregory, Vice President

BY: [Signature]

[Signature]

STATE OF INDIANA

COUNTY OF HENDRICKS
IN WITNESS THEREOF, Carolina Commons Property Owners Association, Inc., being the owner of Carolina Commons subdivision, by all of its officers has exhausted these Covenants, Limitations and Restrictions to be executed this 20th day of February, 1998.

CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC.

BY: 

J. Lee White, President

BY: 

Matthew Q. Gregory, Vice President

BY: 

Larry G. Gregory, Secretary/Treasurer

STATE OF INDIANA )

COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, personally appeared

J. Lee White, President, Matthew Q. Gregory, Vice President, and Larry G. Gregory, Secretary/Treasurer, being all of the officers of Carolina Commons Property Owners Association, Inc., who acknowledged the execution of the foregoing Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarially Seal this 20th day of February, 1998.

My Commission Expires: February 20, 2000

Notary Public

County of Residence: Hendricks

Printed Name of Notary Public

This instrument was prepared by

Charles F. Housester

Attorney at Law

513 North Green Street, Suite 200

Bloomington, IN 47404

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