DECLARATION OF COVENANTS AND
RESTRICTIONS FOR PEBBLE RUN

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PEBBLE RUN ("Declaration"), made this 30th day of December, 1985, by T & S Development Company, Inc., an Indiana
corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the contract purchaser of certain real
estate located in Johnson County, Indiana, more particularly
described in the attached Exhibit A ("Real Estate"); and

WHEREAS, Declarant is developing the Real Estate and certain
surrounding lands within the tract described in the attached
Exhibit B, upon which Declarant may, but is not obligated to,
construct residential facilities, which shall be known as "Pebble
Run" and which shall be platted by Declarant in sections from time
to time;

WHEREAS, the Real Estate has been platted by Declarants as
Section One of Pebble Run on , 1985 as Instrument
No. Page
in the Office of the Recorder of Johnson County, Indiana; and

WHEREAS, Declarant desires to subject the Real Estate to
certain additional covenants and restrictions ("Covenants") in
order to further ensure that the development and use of the various
lots on the Real Estate are harmonious and do not adversely affect
the value of surrounding lots on the Real Estate or within
Pebble Run; and

WHEREAS, Declarant desires to provide for maintenance of the
lake area, and other improvements located or to be located in
Pebble Run, which are of common benefit to the Owners of various
lots within said subdivision, and to that end desires to establish
certain obligations on said Owners and a system of assessments and
charges upon said Owners for certain maintenance and other costs in
connection with the lake area(s) in Pebble Run;

NOW, THEREFORE, Declarant hereby declares that all of the
Real Estate as it is now held and shall be held, conveyed,
hypothecated or encumbered, leased, rented, used, occupied and
improved, is subject to the following Covenants. All of the
Covenants shall run with the Real Estate and shall be binding upon
the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I.

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Pebble Run, to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Pebble Run and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Pebble Run.

ARTICLE II.

Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Pebble Run. The term "Pebble Run" means and includes all sections thereof as shall have been platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.


Section 3. Easements. "Easements" refer to those areas reserved as easements on the plat or plats of Pebble Run, as the same may be recorded from time to time.
Section 4. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Pebble Run, as the same may be recorded from time to time.

Section 5. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

Section 6. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

ARTICLE III.
General Restrictions

Section 1. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the appropriate officials of Johnson County, Indiana, to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

Section 2. No building shall be erected, placed or altered on any Lot until the builder, construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part II.

Section 3. No building shall be located on any Lot nearer to the front Lot Line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. The minimum aggregate of the side yards on each Lot shall be fourteen (14) feet, provided, however, that no building shall be located
nearer than 6 feet to an interior lot line or within an easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 4. No dwelling shall be erected or placed on any lot having a width of less than that shown on the recorded plat at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than that shown on the recorded plat.

Section 5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.

Section 8. No structure of a temporary character, trailer, boat, tractor, semi-truck, motor home, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time. Nor shall a partially completed dwelling be permitted. No storage buildings shall be permitted except those which are architecturally compatible with the main structure and approved by the Architectural Control Committee pursuant to Part 2 and 11 hereof.

Section 9. The Architectural Control Committee is composed of three members, appointed by the developer. The Committee shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.
Section 10. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove within 30 days after all required plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within 60 days of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 11. With written approval of the Architectural Control Committee, and where, in the opinion of the said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided.

Section 12. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tilled or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Johnson County Drainage Board. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.

Section 13. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

Section 14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a
builder or developer to advertise the property during the
construction and sales period.

Section 15. No oil drilling, oil development operation, oil
refining quarrying, or mining operations of any kind shall be
permitted upon or in any lot, nor shall oil wells, tanks, tunnels,
mineral excavations, or shafts be permitted upon or in any lot. No
derrick or other structure designed for use in boring for oil or
natural gas shall be erected, maintained or permitted upon any
lot.

Section 16. No animals, livestock, or poultry of any kind
shall be raised, bred or kept on any lot, except that dogs, cats,
or other household pets may be kept provided that they are not
bred, kept or maintained for any commercial use.

Section 17. No lot shall be used or maintained as dumping
ground for rubbish, trash, or garbage, other waste shall not be
kept except in sanitary containers. All incinerators or other
equipment for the storage or disposal of such material shall be
kept in a clean and sanitary condition.

Section 18. No fence, wall, hedge or shrub planting which
obstructs sight lines at elevations between 2 and 8 feet above
roadways shall be placed or permitted on any corner lot within the
triangular area formed by the street property line, and a line
connecting them at points 25 feet from the intersection of the
street lines, or in the case of a rounded property corner, from the
intersections of the street lines extended. The same sight line
limitations shall apply on any lot within 10 feet from the
intersection of a street property line with the edge of a driveway
or alley pavement. No tree shall be permitted to remain within
such distances of such intersections unless the foliage line is
maintained at sufficient height to prevent obstructions of such
sight lines.

Section 19. Any field tile or underground drain which is
encountered in construction or any improvement within this
subdivision shall be perpetuated, and all owners of lots in this
subdivision and their successors shall comply with the Indiana

Section 20. Minimum floor areas shall be as follows:

a. A one story single family home shall have 1,000 square
feet living area, provided, however, that such home must
have either a partial or full basement.
b. A single family home without basement shall have 1,200 square feet of living area.

c. A two story home shall have 800 square feet of living area on the first floor.

Section 21. No multi-family dwelling, as the term is used in the Johnson County Zoning Ordinance shall be permitted.

Section 22. No detached garages shall be allowed on any lot.

Section 23. All driveways must be of a hard surface. No carports are permitted.

Section 24. No prefab furnace flues. Fireplace flues must be covered. No exposed metal flues are permitted.

Section 25. All lot owners covenant and agree to support any proceedings by the City of Greenwood to annex this subdivision during the initial 25 year period of these covenants.

ARTICLE IV

Covenants for Co-Owners of Lake Area

Section 1. Lake Area, comprising 2.873 acres, shall be owned and controlled as tenants in common of an undivided 1/19th interest by the owners of lots 61 through 64, 74 and 75, 104 through 109 and 111 through 117, as shown on the plat of Pebble Run Section One.

Section 2. The owners of said lots 61 through 64, 74 and 75, 104 through 109 and 111 through 117, of Pebble Run Section One, together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake, provided, however, such use and enjoyment may not interfere with the drainage system of the subdivision of which the lake is a part.

Section 3. Until such time as fourteen lots are sold adjacent to said lake, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such owner shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4. Upon conveyance of fourteen lots adjacent to the lake, the co-owners shall form an association in which each lot
owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

Section 5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property including the easement adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

Section 6. Assessments shall be equally paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 7. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any co-owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

Section 9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for wilful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.

Section 10. No voting member or third party shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper lake management.
The Board of Managers, in behalf of the property owners in Pebble Run or any co-owner subject to these Lake Covenants, and the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

ARTICLE V

Expansion of Subdivision

Section 1. Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Pebble Run to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any other property which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with plats of sections previously recorded, and by the recordation of a supplemental declaration imposing the terms and conditions of this Declaration upon such section.

ARTICLE VI

Term

This Declaration shall be effective until January 1, 2000, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgages requesting notice of such action vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE VII

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.
Section 2. Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in ARTICLE IV no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions hereinafore notwithstanding, the Owners shall have no right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.
Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner; or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the latest tax records of the Treasurer of Johnson County, Indiana.

Section 9. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 10. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least six (6) Lots within Pebble Run; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner other than those required by law or by any agency of the U. S. government.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date and year first above written.

T & S Development Company Inc.

By Robert W. Stephens, President

12-30-85
STATE OF INDIANA  
COUNTY OF JOHNSON  

SS:

Before me, a notary public in and for said county and state, personally appeared Robert W. Stephens, President of T & S Development Company Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath stated that the representations therein contained are true.

[Signature]

Notary Public

Printed

My commission expires:

5-5-89

Resident of Johnson County

This Instrument Prepared By
Deborah D. Robertson
VAN VALER & WILLIAMS
300 South Madison Avenue, #420
P. O. Box 405
Greenwood, IN 46142
(317) 888-1121
The Southwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter and part of the Northeast quarter of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, described as follows:

Beginning on the East line of the Southeast quarter of the said Section 28, at a point that is 495.00 feet South of the Northeast corner thereof; thence South 00 degrees 00 minutes 00 seconds West, on and along the said East line 2158.03 feet to the Southeast corner of the said quarter Section; thence South 88 degrees 39 minutes 24 seconds West, on and along the South line thereof, 2675.31 feet to the Southwest corner of the said quarter Section; thence North 00 degrees 16 minutes 18 seconds East, on and along the West line of the Southwest quarter of the said Southeast quarter Section 1333.73 feet to the Northwest corner thereof; thence North 88 degrees 48 minutes 30 seconds East, on and along the North line of the said quarter quarter Section 1334.41 feet to the Southwest corner of the Northeast quarter of the said Southeast quarter Section; thence North 00 degrees 08 minutes 10 seconds East, on and along the West line thereof, 835.12 feet to a point that is 495.00 feet South of the Northwest corner thereof; thence North 88 degrees 57 minutes 40 seconds East 1332.36 feet to the Point of Beginning, containing 107.07 Acres, more or less, subject to all legal rights-of-way and easements.
EXHIBIT "B"

LAND DESCRIPTION

A part of the Southeast quarter of Section 28, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana more particularly described as follows:

Commencing at an iron rod at the Southeast corner of the above said quarter Section; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the East line of said quarter Section a distance of 741.46 feet to the Point of Beginning; thence South 88 degrees 57 minutes 40 seconds West a distance of 170.00 feet; thence South 73 degrees 59 minutes 48 seconds West a distance of 52.02 feet; thence South 88 degrees 57 minutes 40 seconds West a distance of 270.00 feet; thence South 72 degrees 20 minutes 59 seconds West a distance of 52.46 feet; thence South 88 degrees 57 minutes 40 seconds West a distance of 250.00 feet; thence North 81 degrees 32 minutes 04 seconds West a distance of 253.20 feet; thence South 88 degrees 39 minutes 24 seconds West a distance of 397.00 feet; thence North 0 degrees 16 minutes 18 seconds East a distance of 310.00 feet; thence South 75 degrees 48 minutes 04 seconds East a distance of 57.43 feet; thence North 10 degrees 39 minutes 37 seconds East a distance of 121.88 feet; thence North 40 degrees 22 minutes 04 seconds East a distance of 56.20 feet; thence North 15 degrees 32 minutes 29 seconds East a distance of 101.71 feet; thence North 68 degrees 50 minutes 27 seconds West a distance of 43.16 feet to an iron rod set at the Southwest corner of the Northeast quarter of the Southeast quarter of the above said Section 28; thence North 0 degrees 08 minutes 10 seconds East along the West line of said quarter quarter Section a distance of 835.12 feet to an iron rod set; thence North 88 degrees 57 minutes 40 seconds East a distance of 1332.36 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 1416.57 feet to the Point of Beginning, and containing 44.338 acres, more or less, subject however to all easements and/or rights-of-way of legal record.
FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR PEBBLE RUN

T & S Development Company, Inc., as Declarant under a
Declaration of Covenants and Restrictions for Pebble Run
recorded in Book 58, page 150 in the Office of the Recorder of
Johnson County, Indiana, hereby adds the following as a
restriction to the Real Estate therein described:

ARTICLE VIII

Annexation Waiver

All lot owners who subsequently tap into or are connected
with the sewer system provided for in this subdivision as
described in the plat of Pebble Run recorded at Plat Book C page
135-136 release their right to remonstrate against pending or
future annexation by the City of Greenwood pursuant to a certain
contract dated March 3, 1986 and recorded in the Johnson
County Recorder's Office at Franklin, Indiana.

IN WITNESS WHEREOF, the Declarant has caused this First
Addendum to be executed this 17th day of February, 1986.

Mar 4 1986

T & S DEVELOPMENT COMPANY, INC.

BY: Robert W. Stephens, President

S. KATHRYN PITTS
JACKSON COUNTY RECORDER

STATE OF INDIANA )
COUNTY OF JOHNSON ) SS:

Subscribed and sworn to before me this 17th day of
February, 1986.

Jane Davis
Notary Public, State of Indiana, County of Johnson

My Commission Expires:
03/24/9

THIS INSTRUMENT PREPARED BY DEBORAH D. ROBERTSON OF VAN VALER &
WILLIAMS, 300 South Madison Avenue, Suite 400, P.O. Box 405,
Greenwood, Indiana 46142

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