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Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

RAVINA

THIS DECLARATION, made as of the 26th day of February, 1999, by Lebo Development Corporation, an Indiana Corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate ("Real Estate") located in Boone County, Indiana, described in Exhibit "A," upon which Declarant intends, but is not obligated, to develop a forty-nine (49) lot residential cluster subdivision and related Community Areas and Facilities (such terms as hereinafter defined), to be known as Ravina ("Ravina");

WHEREAS, as a part of the development of Ravina, Declarant has or will construct certain improvements and amenities and reserve certain portions of the Real Estate for preservation in a natural state, all of which shall constitute Community Area (as hereinafter defined).

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Ravina and for the maintenance of the Real Estate and the improvements thereon, and to this end desires to subject the Real Estate to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots (as hereinafter defined) and lands in the Real Estate and the future Owners (as hereinafter defined) thereof.

WHEREAS, to provide for the efficient preservation of the values and amenities in Ravina, a not-for-profit corporation must be created to which may be delegated and assigned the powers of owning, maintaining and administering the Community Area, administering and enforcing the Restrictions (as hereinafter defined), collecting and disbursing the Assessments (as hereinafter defined) and charges hereinafter created, promoting the recreation, health, safety and welfare of the Owners of Lots in Ravina, and performing the duties and obligations required under this Declaration.

WHEREAS, Declarant shall incorporate under the laws of the State of Indiana, a non-profit corporation known as Ravina Homeowners Association, Inc., for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in the Real Estate as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented,
used, occupied and improved, shall be hereafter subject to the following Restrictions, all of
which are declared to be in furtherance of a plan for the improvement and sale of Lots in the
Real Estate, and are established and agreed upon for the purpose of enhancing and protecting
the value, desirability and attractiveness of the Real Estate as a whole and of each Residence (as
hereinafter defined), each Lot and all of the remainder of the land comprising a part thereof.
The Restrictions shall run with the land and shall be binding upon Declarant, its successors and
assigns, and upon the parties having or acquiring any interest in the Real Estate or any part or
parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and its
successors in title to the Real Estate or any part or parts thereof.

1. Definitions: The following terms, as used in this Declaration, unless the context
clearly requires otherwise, shall mean the following:

"Architectural Review Board" means that entity established pursuant to this
Declaration for the purposes therein stated.

"Articles" means the Articles of Incorporation of the Corporation, as amended
from time to time.

"Assessments" means all sums lawfully assessed against the Members of the
Corporation or as declared by this Declaration, any Supplemental Declaration, the
Articles or the By-Laws.

"Board of Directors" means the governing body of the Corporation elected by the
Members in accordance with the By-Laws.

"By-Laws" means the Code of By-Laws of the Corporation, as amended from
time to time.

"Ravinia" means the name by which the subdivision shall be known following
development of the Real Estate.

"Community Area" means: (i) the Drainage System; (ii) the area designated on
the Plat as Common Area; (iii) the area burdened by Entry Way Easements,
including the Entry Ways located as a part thereof; (iv) any utility service lines
or Facilities not maintained by a public utility company or governmental agency
that are located on, over, below or through the Real Estate; (v) any areas of land
within the Real Estate not including the Lots, Tract P or Tract L which are (a)
shown on any Plat; (b) described in any recorded instrument prepared by
Declarant or its agents; or, (c) conveyed to or acquired by the Corporation,
together with all improvements thereto, that are identified as "Community Area"
or otherwise intended to be devoted to the use or enjoyment of the Owners (but
not necessarily all of the Owners) of Lots; (vi) street lights and street signs, if
any, installed by Declarant; and, (vii) the area burdened by the Private Street
Easements, including the Private Street(s) and sidewalk(s).
"Corporation" means Ravinia Homeowners Association, Inc., an Indiana non-profit corporation, its successors and assigns.

"Declarant" means Lefbo Development Corporation, its successors and assigns to its interest in the Real Estate other than Owners purchasing Lots or Residences by deed from Declarant or Declarant’s nominee as builder of the Residences (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

"Drainage Authority" means either the Boone County Drainage Board, or the appropriate authority within the Town of Zionsville, as and to the extent either or both have jurisdiction over the Real Estate, its successors or assigns.

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds, and the other structures, fixtures, properties, equipment and facilities located in or upon the Real Estate and designed for the purpose of controlling, retaining, expediting or otherwise providing for the drainage of surface and subsurface waters from over and across the Real Estate, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Authority.

"Entry Ways" means the structures constructed as an entrance to Ravinia or a part thereof (exclusive of the street pavement, curbs and drainage structures and facilities) and the traffic or landscape islands, if any, depicted on the Plats.

"Facilities" means the Community Area and all improvements thereto (including landscaping), and all property owned by the Corporation.

"General Plan of Development" means that plan prepared by Declarant and approved (to the extent necessary), by appropriate public agencies, that outlines the total scheme of development and general uses of the land comprising the Real Estate, as such may be amended from time to time.
"Landscape Easement" means the portion of each Lot in front of the Residence constructed thereon, as well as the sideyards on each Lot, but only to the extent the sideyards on each side of the Residence are landscaped and sodded to create a lawn area and not left in a natural state. Also, that rear portion of Lots along the perimeter of the Real Estate designated on the Plat as a "Landscape Easement" or "LE" in which a perimeter fence or wall has been installed by Declarant.

"Lot" means a platted lot as shown on a Plat.

"Lot Development Plan" shall mean and include the following: (i) a site plan prepared by a licensed engineer or architect; (ii) foundation plan and proposed finished floor elevations; (iii) building plans, including elevation and floor plans; (iv) material plans and specifications; (v) landscaping plan; and, (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or any other structure or improvement thereon.

"Maintenance Costs" means: (i) all of the costs necessary to keep the community Area and Facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair and replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed thereon and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the Facilities; (ii) all of the costs necessary to provide for mowing and fertilizing lawn areas in the front and sideyards of Lots, trimming trees, bushes and other plantings included as a part of the landscaping of such areas and leaf removal in the fall, but only to the extent from time to time as authorized by the Board of Directors; and, (iii) all expenses related to the performance of the duties of the Association, and the operation of the Association (including, but not limited to, management and professional fees incurred as a part thereof) as required by this Declaration.

"Member" means a Class A or Class B member of the Corporation and "Members" means Class A and Class B members of the Corporation.

"Mortgagor" means the holder of a first mortgage on a Residence.

"Owner" means a Person, including Declarant, who at the time has or is acquiring any interest in a Lot, except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

"Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
"Plat" means a final secondary plat of all or any portion of the Real Estate, duly recorded in the Office of the Recorder of Boone County, Indiana.

"Private Street(s)" mean the streets together with the sidewalks constructed within the Private Street Easements included as a part of the common area as depicted on the Plat.

"Real Estate" means the tract of land described in Exhibit "A".

"Register of regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.

"Reserve for Replacements" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area.

"Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot, but only to the extent permitted by this Declaration.

"Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules, regulations and all other provisions set forth in this Declaration, all applicable Supplemental Declarations and the Register of Regulations, as the same may from time to time be amended.

"Section" means that portion of the Development Area that is depicted on a Plat or Plats.

"Supplemental Declaration" means any Plat or supplementary declaration of covenants, conditions or restrictions that may be recorded and which extends the provisions of this Declaration to a Section and contains such complementary or supplementary provisions for such Section as are required or permitted by this Declaration.

"Town" means the Town of Zionsville, Indiana.

"Tract P" shall mean the tract of land described in Exhibit "B".

"Tract L" shall mean the tract of land so described on the Plat.

"Zoning Authority" with respect to any action means the Plan Commission of the Town and its designated agents, or, where it lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals from,
or review the action, or the failure to act of the Plan Commission or its designated agent.

2. **Declaration.** Declarant hereby expressly declares that the Real Estate shall be subject to these Restrictions. Each Owner of a Lot by: (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner; or, (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

3. **Drainage System.** The Drainage System has or will be constructed for the purpose of controlling drainage within and adjacent to the Real Estate. Declarant shall maintain the Drainage System in good condition, satisfactory for the purpose for which it was constructed until the Drainage System is accepted as a legal drain by the Drainage Authority. After such date, the Corporation shall maintain the Drainage System to the extent not maintained by the Drainage Authority, and the Maintenance Costs thereof shall be assessed against all Lots subject to assessment which are serviced by that part of the Drainage System with respect to which Maintenance Costs are incurred. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot, which is devoted exclusively to drainage of his Lot, and which is not maintained by the Drainage Authority.

4. **Maintenance of Entry Ways and Landscape Easements.** The Corporation shall maintain: (i) the Entry Way and Entry Way Easements; (ii) certain areas as otherwise described herein within the Landscape Easements upon individual Lots (but only to the extent from time to time authorized by the Board of Directors); and, (iii) the Community Area together with all improvements and plantings thereon. The Maintenance Costs incurred in connection with the foregoing shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on portions of the Entry Way Easement, or the Community Area (to the extent not intended to be left in a natural condition) and in certain portions (as more particularly described herein) of the Landscape Easements upon individual Lots (but only as from time to time authorized by the Board of Directors) shall be kept neatly cut, cultivated, trimmed and mowed as reasonably required, and periodically raked free of fallen leaves during the fall season. All entrance signs located within or comprising part of the Entry Way shall be maintained at all times in good condition appropriate to a first-class residential subdivision. Any landscaping or signage deemed by the town engineer ("Engineer") to impede sight lines shall be removed (or trimmed if landscaping) or relocated by the Corporation within a reasonable time following receipt of Engineer's written request to do so.

5. **Construction of Residences.**

(a) **Land Use.** Lots may be used only for residential purposes. Only one Residence may be constructed on a Lot. No portion of any Lot may be sold or subdivided to create an additional building site for a Residence. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to a single family dwelling.
No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "Special Use" and is incidental to a business, profession or occupation of the Owner or occupant of such Lot which is regularly conducted at another location away from such Lot. No signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

(b) Size of Residence. No Residence may be hereafter constructed on any Lot which has a total floor area of less than 1,800 square feet, exclusive of open porches, attached garage and basement (whether finished or unfinished).

(c) Temporary Structures. No trailer, shack, tent, or other temporary structure may be hereafter located on the Real Estate, nor shall any such structure or any basement or garage be used as a dwelling, whether on a temporary basis or otherwise.

(d) Building Location. No building may be erected between the building line shown on a Plat and the front Lot line.

(e) Driveways. All driveways shall be hard surfaced and constructed of concrete or such other material as shall be approved by the Architectural Review Board prior to installation. Each driveway shall be periodically (if asphalt) sealed or otherwise resurfaced and maintained as necessary, by each Lot Owner and shall be kept and maintained free of debris at all times.

(f) Lights. If street lights are not installed in Ravinia, then each Owner shall install and maintain a free standing light in operable condition on such Owner's Lot at a location, having a height, and of a type, style and manufacturer approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb which is of a wattage (or within a range of wattage) approved by the Architectural Review Board to insure uniform illumination on each Lot, and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

(g) Storage Tanks. No gas or oil storage tanks shall be located on the Real Estate, whether above or below ground.

(h) Construction and Landscaping. All construction upon, landscaping of, and other improvements to a Lot shall be completed strictly in accordance with a Lot Development Plan approved by the Architectural Review Board. All landscaping specified on the landscaping plan which is included as a part of the Lot Development Plan approved by the Architectural Review Board shall be installed on the Lot in strict accordance with such approved plan within thirty (30) days following substantial completion of the Residence, unless delayed by the season of the year, weather, or the Board agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or acts of God, the Owner of any Lot which on the date of purchase from Declarant is not improved with a Residence, shall commence construction of a Residence thereon within 180 days from the date the Owner acquired title thereto,
and shall complete construction of such Residence within two hundred seventy (270) days after the date of commencement of construction. Upon the failure of the foregoing to occur, Declarant may:

(i) re-enter the lot and divest the Owner of title hereto by tendering to the Owner or to the Clerk of the Circuit Court of Boone County the lesser of: (i) the sum of (a) the same net dollar amount as was received by Declarant from such Owner as consideration for the conveyance of the Lot; and, (b) the amount of out-of-pocket expense the Owner is able to establish and verify has been incurred in connection with the commencement of construction of a Residence on the Lot; or (ii) the then fair market value of the Lot and partially completed residence thereto, if any, as determined by averaging two (2) appraisals made by qualified appraisers appointed by a regularly sitting Judge of one of the Boone County Circuit or Superior Courts;

(ii) obtain mandatory injunctive relief to force the Owner to proceed with and complete construction of a Residence as otherwise required in this Declaration and in substantial conformity with a Lot Development Plan approved by the Architectural Review Board upon application by the Lot Owner; or,

(iii) pursue other remedies at law or in equity as may be available to Declarant.

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Architectural Review Board of a Lot Development Plan shall not relieve such Owner from his obligation to commence and complete construction of a Residence upon the Lot within the time periods specified herein. For the purposes of this subparagraph (ii), construction of a Residence will be deemed "completed" when the exterior of the Residence (including but not limited to the Foundation, walls, roof, windows, entry doors, gutters, downspouts and exterior, and the paved driveway and Lot landscaping) has been completed in conformity with the approved Lot Development Plan.

(i) Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a style, type, color and manufacturer approved by the Architectural Review Board. Such mailboxes shall be installed upon posts approved as to type, size and location by the Architectural Review Board. No attachments of any kind shall be permitted to the mailbox or post.

(j) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by the town or a successor public agency or public utility) shall be installed or maintained on any Lot.

(k) Water Systems. No private or semi-private water supply system to furnish water to a Residence may be located or subjected to use upon any Lot. A water line shall be located within 200 feet of the lot line of each Lot, maintained by a public or private utility company, and each Owner shall connect to such water line to provide water for
domestic use on the Lot and shall pay all connection, availability or other charges required as a part thereof.

(f) **Drainage.** In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plan. To the extent not maintained by the Drainage Authority, the "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located so that water from any adjacent Lot shall have adequate drainage along such swale. Lots within Ravinia may be included in a legal drain established by the Drainage Authority. In such event, each Lot in Ravinia will be subject to assessment by the Drainage Authority for the cost of maintenance of the portion of the Drainage System and/or the Lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. These drains shall be connected whenever feasible into a subsurface drainage tile. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

6. **Maintenance of Lots.**

   (a) **Vehicle Parking.** No camper, motor home, truck, trailer, boat, motorcycle, bus, commercial vehicle of any kind, or disabled vehicle, may be parked or stored overnight or longer on any Lot outside of a garage constructed as a part of the Residence. Garages shall be kept available at all times for vehicle parking and kept free of storage which would make use for vehicle parking impossible.

   (b) **Signs.** Except for such signs as Declarant may in its absolute discretion display in connection with the development of Ravinia and the sale of Lots therein, and such signs as may be located on the Community Area, no sign of any kind shall be displayed to the public view on any Lot except one sign, not more than four (4) square feet, which is displayed at any time for the purpose of advertising the property for sale or displayed by a builder to advertise the property during construction and sale.

   (c) **Fencing.** No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building setback line on a Lot, except where such planting is located within a Landscape Easement or is part of Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No chain link fence shall be erected upon a Lot. No fence of any kind shall be erected or maintained on or within any Landscape Easement except a fence installed by Declarant or a replacement thereof installed by the Corporation. Further, no fence may be erected or maintained on any part of a Lot outside of a Landscape Easement without the prior approval of the Architectural Review Board,
which may establish design standards for fences and impose further restrictions (including
prohibitions) respecting the installation of fences in the rear yard of a Lot. All permitted
fences shall be kept in good repair. No fence, wall, hedge or shrub planting which
obstructs sight lines at elevations between two (2) and six (6) feet above the street shall
be placed or permitted to remain on any corner lot within the triangular area formed by
the street property lines and a line connecting points 25 feet from the intersection of said
street lines, or in the case of a street line with the edge of a driveway pavement or alley
line. No trees 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.

Under no circumstances shall shadowbox fencing be permitted on any portion of
the perimeter boundaries of the Real Estate, unless installed by Declarant.

(d) Nuisances. No noxious or offensive activity shall be carried on upon any
Lot, nor shall anything be done thereon which may be, or may become, an annoyance
or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

(e) Garbage and Refuse Disposal. No Lot shall be used or maintained as a
dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary
containers approved by the Architectural Review Board and out of public sight, except
for the evening prior to and the day of garbage pickup. All equipment for storage or
disposal of such materials shall be kept clean and sanitary.

(f) Animals and Household Pets. No animal, livestock or poultry of any kind
shall be raised, bred or kept on any Lot, except dogs, cats or other usual and customary
household pets which are not kept, bred or maintained for commercial purposes. The
owners of permitted pets shall confine them to their respective Lots such that they will
not be a nuisance. Permitted Pets shall not be kept or maintained overnight on a Lot
outside the Residence located thereon. No dog houses or other free-standing structures
shall be permitted on a Lot to provide housing for household pets. Dogs shall be
controlled or confined so as to avoid barking which will annoy or disturb adjoining
Owners. Cats shall be controlled and not permitted to run loose.

(g) Outside Burning. No trash, leaves, or other materials of any kind shall
be burned upon a Lot.

(h) Antennas and Receivers. No satellite receiver, down-link or exterior
antenna shall be permitted on any Lot without the prior written consent of the
Architectural Review Board. The Architectural Review Board shall not be obligated to
give its consent to the installation of any exterior television antenna as long as television
reception is available from underground cable connections serving the Lot in the absence
of the written consent to the proposed installation by all Owners of Lots within 200 feet
of the Lot upon which the proposed antenna would be erected.

(i) Exterior Lights. No exterior lights shall be erected or maintained between
the building line and rear lot line so as to shine or reflect directly upon another Lot.
(j) Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.

(k) Equipment, Ornaments and Bird feeders. No awnings shall be placed on any Residence, and no flagpoles, statues, yard ornaments, playground equipment or basketball goals shall be placed or maintained on any Lot. Bird (and other animal) feeders erected, placed or maintained upon a Lot shall be subject to regulation (which may include prohibition) by the Board of Directors.

(l) Garage Doors. All garage doors shall be equipped with automatic garage door openers, which shall be maintained in working order at all times. Garage doors shall remain fully lowered and closed except when in use for ingress and egress to the garage.

(m) Irrigation System and Periodic Watering of Lawns. An irrigation system shall be installed at the time of initial construction of a Residence on each Lot and shall be at all times maintained by each Lot Owner in operable condition, with the irrigation control panel installed on the exterior of the Residence and access thereto given to the Architectural Review Board at all times. To the extent not restricted by government action or the company providing water service, the Owner of each Lot shall water the lawn area of the Lot on a regular basis, sufficient to maintain a lush, green yard. If an Owner fails to comply with this restriction, the Architectural Review Board shall have the right (and is hereby granted permission by each Lot Owner) to activate the irrigation system installed on a Lot and water the lawn at the expense of the Owner thereof, in which event the Architectural Review Board shall have a lien against the watered Lot for any costs incurred in connection therewith.

(n) Existing Trees. Existing trees on a Lot shall be preserved by each Lot Owner to the extent the removal thereof is not mandatory in connection with construction of an approved Residence, unless the removal thereof is otherwise approved by the Architectural Review Board or an emergency reasonably requires removal without delay for safety reasons or to prevent damage to property.

(o) Maintenance of Lots Owned by Declarant. Declarant shall have the responsibility to maintain all Lots owned by Declarant.

7. Ravinia Homeowners Association, Inc.

(a) Membership. Each Owner shall automatically be a member and shall enjoy the privileges and be bound by the obligations contained in this Declaration and the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessments.
(b) Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles, together with all other powers that belong to it by law.

(c) Classes of Members. The Corporation shall have two (2) classes of members as follows:

Class A. Every Person who is an Owner shall be a Class A member.

Class B. Declarant shall be a Class B member. No other person, except a successor to substantially all of the interest of Declarant shall hold a Class B membership in the Corporation. The Class B membership shall terminate upon the resignation of the Class B member, when all of the Lots (as depicted on the General Plan of Development) have been sold, or on January 1, 2010, whichever first occurs.

(d) Voting and Other Rights of Members. The voting and other rights of members shall be as specified in the Articles and By-Laws, except that a Class B member shall have ten (10) votes for each Lot owned by the Class B member.

(e) Reserve for Replacements. The Board of Directors may establish and maintain a Reserve for Replacements. The Reserve for Replacements shall be created by the allocation and payment to a reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area, perimeter fencing originally installed on the boundary of the Real Estate by Declarant and portions of the Landscape Easements, if any, as from time determined by the Board. In determining the amount, the Board shall take into consideration the expected useful life of the components, structures and improvements comprising the Community Area, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of Declarant or such consultants as the Board may employ. The Reserve for Replacements shall be deposited in a special account with a State or National Bank having a banking office in Zionsville, Indiana, the accounts of which are insured by an agency of the State of Indiana or United States of America, or in the alternative may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(f) Limitations on Action by the Corporation. Unless the Class B Member and at least two-thirds (2/3) of the Mortgages (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Class A members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 10(a), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain general comprehensive liability [covering the Corporation and each Owner with respect to operation, maintenance, ownership, use and/or control of the Community Area, Facilities, Landscaped Easements and Private Streets, with limits of
liability of at least two million dollars (2,000,000.00) on a combined single limit basis] and fire and extended coverage on insurable Community Area on a current replacement cost basis in an amount equal to at least one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Community Area for other than the repair, replacement or reconstruction of the Community Area; (iv) change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (v) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and upkeep of the Community Area; or (vi) fail to maintain the Reserve or Replacements in the amount required by this Declaration.

(g) **Mergers.** Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law, be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration as to (and within) the Real Estate together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration as to (and within) the Real Estate, except as hereinafter provided.

(h) **Termination of Class B Membership.** Wherever in this Declaration the consent, approval or vote of the Class B member is required, such requirement shall cease at such time as the Class B membership terminates, but no such termination shall affect the rights and powers of Declarant set forth in this declaration.

8. **Assessments.**

(a) **Creation of the Lien and Personal Obligation of Assessments.** Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the following: (1) Initial Assessment; (2) General Assessments; (3) Architectural Control Assessments; and, (4) Special Assessments, such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon, any late charge in an amount determined by the Board of Directors if not paid when due and costs of collection (including, without limiting the generality of the foregoing, attorneys fees and Court costs) thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment (together with interest thereon and costs of collection thereof), shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

(b) **General Assessment.**
Purpose of Assessment. General Assessments levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots, for the improvement, maintenance and operation of the Community Area and Lots, and for the performance of the duties and responsibilities of the Corporation established by this Declaration.

Basis for Assessment.

(1) Lots Generally. Each Lot owned by a Person other than the Declarant or Builder of a Residence shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(2) Lots Owned by Declarant or Builder. No Lot owned by Declarant or the Builder of a Residence shall be assessed by the Corporation, except such Lots as have been improved by the construction thereon of Residences, which shall be subject to assessment as provided in Clause (1) above.

(3) Change in Basis. The basis of assessment may be changed with the assent of the Class B member and of (i) two-thirds (2/3) of the Class A members (excluding Declarant); or, (ii) two-thirds (2/3) of the Mortgagors (based on one vote for each first mortgage owned) who are voting in person or by proxy at a meeting of such members or mortgagors duly called for this purpose.

Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation. Until otherwise fixed by the Board of Directors, the General Assessment for each Lot shall be at the uniform rate of One Hundred and Seventy-Five and no/100 dollars ($175.00) per month, payable in advance on the first day of each calendar quarter, beginning on April 1, 1999. The Board of Director's authority to fix the General Assessment shall include authority to establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

Initial Assessment. Upon the closing of the initial sale of a Lot and the Residence thereon for first occupancy, an Initial Assessment in the amount of five hundred and no/100 dollars ($500.00) shall be paid to the Corporation. Initial Assessments may be used, in whole or in part, for any purpose for which a General Assessment or a Special Assessment may be used or shall be held in reserve for replacements.

Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the
purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of the Class B member and of a majority of the votes of the Class A members whose Lots are subject to assessment with respect to the capital improvement who are voting in person or by proxy at a meeting of such members duly called for this purpose.

(e) Date of Commencement of General Assessments. The General Assessment shall commence with respect to assessable Lots on the first day of the month following conveyance of the first Lot in the Section to an Owner who is not Declarant. The initial General Assessment on an assessable Lot shall be adjusted according to the days remaining in the month in which the Lot first became subject to assessments.

(f) Effect of Nonpayment of Assessments: Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment or installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Community Area or abandonment of his Lot.

(g) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to amounts which first became due more than six (6) months prior to such sale or transfer. No sale or transfer (pursuant to mortgage foreclosure or otherwise) shall relieve a Lot from liability for any assessments thereafter first becoming due and payable or from the lien thereof.

(h) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.

(i) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which budget shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplemental Declarations will be met.
9. **Architectural Control.**

(a) **Architectural Review Board.** An Architectural Review Board consisting of two (2) or more persons as provided in the By-Laws shall be appointed by the Class B member. At such time as there is no Class B member, the Architectural Review Board shall be appointed by the Board of Directors.

(b) **Purpose.** The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Real Estate and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) **Conditions.** Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without submission of a Lot Development Plan detailing the proposed alteration or change and the prior approval thereof by the Architectural Review Board. Prior to the commencement by any Owner other than Declarant of: (i) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, or other structure on a Lot; or, (ii) placement of any plantings (other than like kind and size replacement of plantings dead or decayed and dying) on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board. No building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all required approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Ravinia. No construction activity shall be commenced upon a Lot in Ravinia until all applicable permits, consents, and approvals have been obtained from applicable governmental authorities and unless all legal requirements have been satisfied.

Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this subparagraph (c), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

(d) **Procedures.** In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after notice of such plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant or, if Declarant is no longer a Class B member, the Board of Directors' approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of such Board to act on the plan within the specified period) may be appealed to the Board of Directors.
which may reverse or modify such decision (including approval of a Lot Development Plan deemed denied by the failure of the Architectural Review Board to act on such plan within the specified period) by a two-thirds vote of the Directors then serving.

(e) Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

(f) Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to subparagraph (e) in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Board if resubmitted.

(g) Design Consultants. The Architectural Review Board may utilize the services of architectural, engineering and other Persons having expertise and experience in evaluating Lot Development Plans or any construction or other change, work or alteration proposed thereby. No presumption of a conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants may, from time to time, represent Persons filing Lot Development Plans with the Architectural Review Board.

(h) Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of such discretion by each member of the Architectural Review Board. In any judicial proceeding challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as a defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Board, could only conclude that such determination constituted an abuse of discretion.


(a) Ownership. The Community Area shall remain private, and, except as hereinafter provided, neither Declarant's execution or recording of an instrument portraying the Community Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of such Community Area. Declarant or the Corporation may, however, dedicate or transfer all or any part
of the Community Area to any public agency, authority or utility for use as roads, utilities, parks or other public purposes.

(b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density of use of the Community Area or any facilities located thereon.

(c) Obligations of the Corporation. The Corporation, subject to the rights of Declarant and the Owners set forth in this Declaration, shall have the responsibilities set forth in this Declaration, including (but not limited to) responsibility for: (i) the exclusive management and control of the Community Area and all improvements therein (including furnishings and equipment related thereto); (ii) obtaining in connection therewith the necessary liability and fire and extended coverage insurance protections providing the minimum coverages otherwise required [see subpart (F) of paragraph 9, page 13 hereof] by this Declaration; and, (iii) keeping the Community Area in good, clean, and attractive condition, and in good order and repair.

(d) Ponds. Any pond or ponds within the Community Area are created or preserved to: (i) provide for storm water drainage collection and retention; and, (ii) enhance the aesthetics of Ravinia. No right shall exist in any Lot Owner, or in any other person on or about the Community Area to use any pond existing thereon for any recreational purposes whatsoever, with the sole exception of fishing by Owners, their guests and invitees, from the shoreline only. All recreational activities (excepting only fishing from the shoreline) within or about any pond, including, but not limited to, swimming, diving, boating, use by radio-controlled vehicles or toys, fishing, wading, ice skating or other water sports or activities, shall be and remain strictly prohibited.

(e) Easements of Enjoyment. No person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Declaration or any Supplemental Declaration executed by Declarant. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted.

(f) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Corporation to establish reasonable rules for the use of the Community Area;

(ii) the right of the Corporation to suspend the right of an Owner and all Persons whose right to use the Community Area derives from such Owner's ownership of a Lot to use such portions of the Community Area for any period during which any Assessment against such Owner's Lot remains unpaid for more than thirty (30) days after notice;

(iii) the right of the corporation to suspend the right of an Owner or any Person claiming through the Owner to use the Community Area for a period not
to exceed sixty (60) days for any other infraction of this Declaration, any Supplemental Declaration or the Register of Regulations;

(iv) the right of the Corporation to mortgage any or all of the Community Area and the Facilities constructed therein for the purposes of improvements to, or repair of, the Community Area or facilities constructed thereon, pursuant to approval of the Class B member and two-thirds (2/3) of the votes of the Class A members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), voting in person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose; and

(v) the right of the Corporation to dedicate or transfer all or any part of the Community Area to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the Class B member, if any, and the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Class A members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each mortgage owned), agreeing to such dedication or transfer, has been recorded.

(g) Additional Rights of Use. The members of the family and the guests of every Person who has a right of enjoyment to the Community Area and Facilities subject to such general regulations consistent with the provisions of this Declaration and all Supplemental Declarations as may be established from time to time by the Corporation and included within the Register of Regulations.

(h) Damage or Destruction by Owner. In the event any part of the Community Area or any Residence, or the plantings, landscaping or any other facilities or other improvements on a Lot is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner hereby authorizes and appoints the Corporation to repair said damaged area if and to the extent, if any, the Corporation elects to do so, within the Corporation's sole discretion and upon written notice to such Owner. If the Corporation shall undertake the repair of the damaged area, the repair shall be in a good and workmanlike manner, in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Corporation, in the discretion of the Corporation. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

(i) Conveyance of Title. Declarant may retain the legal title to the Community Area or any portion thereof until such time as it has completed improvements thereon but notwithstanding any provision herein, the Community Area shall be conveyed to the Association not later than three (3) years from the date the Common Area or part thereof is subjected to this Declaration. Owners shall have all the rights and obligations imposed by this Declaration with respect to such Community Area prior to conveyance.
except that the Corporation shall not be liable for payment of taxes and insurance for such Community Area until title is conveyed.

11. **Additional Duties and Responsibilities of the Corporation.** The Corporation shall provide snow removal for all streets and all private driveways. The Corporation shall provide trash removal for all Lots on a periodic basis (not less than once per week as long as available at a reasonable cost), as determined by the Board of Directors. Within the Landscape Easement upon each Lot the Corporation will be responsible (but only to the extent from time to time determined by the Board of Directors on a uniform basis applicable to each Lot and all Lots) for: (i) the repair and maintenance (but not the cost of replacement or the cost of repairs necessitated by neglect of, or damages caused by, the Lot Owner, which shall be the Lot Owners responsibility) of the irrigation system located on each Lot; (ii) the maintenance of the lawn of each Lot, including grass mowing and fertilization; (iii) edging of sidewalks and curbs following mowing and removal of fallen leaves on a periodic basis from lawn areas during the fall season; and (iv) the trimming of bushes and shrubs in mulch bed. Each Lot Owner shall have the duty and responsibility to replace all plant material installed on a Lot as and when necessary. For the additional duties to be performed by the Corporation hereunder, the Corporation shall have a blanket easement upon, across, over, and under each Lot.

12. **Easements.**

(a) **Plat Easements.** In addition to such easements as are created elsewhere in this Declaration and as may be created by Declarant pursuant to written instruments recorded in the Office of the Recorder of Boone County, Indiana, Lots are subject to drainage easements, sewer easements, utility easements, entry way easements, landscape easements and non-access easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, the Architectural Review Board, public utility companies and governmental agencies as follows:

(i) **Drainage Easements ("DE")** are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Ravinia and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction or any improvement nor shall any grading restrict in any manner, the workflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant and by the Architectural Review Board, but neither Declarant nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) **Sewer Easements ("SE")** are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste
disposal system which may be designed to serve Ravinia for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements ("UE") are created for the use of Declarant, the Corporation and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

(iv) Entry Way Easement ("EWE") is created for the use of Declarant, the Architectural Review Board and the Corporation for the installation, operation and maintenance of the Entry Way to Ravinia from Willow Road.

(v) Landscape Easements ("LSE") are created upon each Lot for the use of Declarant, the Architectural Review Board and the Corporation for the planting and maintenance of lawns, trees, shrubs and other plantings, as well as for the maintenance, repair and replacement of fences and/or walls constructed initially by Declarant, particularly around portions of the perimeter of the Real Estate.

(vi) Private Street Easements ("PSE") consisting of the Private Streets to the outer edge of the adjacent sidewalk are created for the purpose of providing vehicular and pedestrian access to and from the Lots.

All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a person who is not an Owner by an instrument recorded in the Office of the Recorder of Boone County, but a hard surfaced driveway of a type permitted by this Declaration and necessary to provide access to a Lot (and replacements thereof) shall not be deemed for purposes hereof a prohibited "structure."

(b) General Easements. There is hereby created a blanket easement over, across, through and under the Real Estate for ingress and egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain Facilities and equipment on the Real Estate and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or Facilities for such utilities may be installed or relocated except as proposed and approved by Declarant prior to the conveyance of the first Lot to an Owner or by the Architectural Review Board thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document Declarant or the Corporation shall
have the right to grant such easement on the Real Estate without conflicting with the
terms thereof. This blanket easement shall in no way affect any other recorded easements
on the Real Estate and shall be limited to improvements as originally constructed, and
shall not cover any portion of a lot upon which a Residence has been constructed.

(c) **Public Health and Safety Easements.** An easement for ingress and egress
is hereby created for the benefit of, and granted to, all police, fire protection, ambulance,
delivery vehicles, school buses, public and private utilities, cable companies and all
similar persons to enter upon the Private Street Easements or Common Areas in the
performance of their duties.

(d) **Drainage Board Easement.** An easement is hereby created for the benefit
of, and granted to, the Drainage Board to use the Private Street Easements for ingress
and egress and otherwise enter upon the Common Areas and all Lots to the extent
necessary to exercise its rights with respect to any legal drain constituting a part of the
Drainage System.

(e) **Crossing Underground Easements.** Easements utilized for underground
service may be crossed by driveways and walkways, provided proper arrangements are
made with the utility company furnishing service. Such easements as are actually utilized
for underground service shall be kept clear of all other improvements, including
buildings, patios or other pavings, other than crossings, driveways and walkways, and
neither Declarant nor any utility company reasonably using the easements shall be liable
for any damage done by either of them or their assigns, agents, or services to shrubbery,
trees, flowers or other improvements of the Owner located on the land covered by said
easements.

(f) **Declarant's Easement to Correct Drainage.** For a period of ten (10) years
from the date of conveyance of the first Lot, Declarant reserves a blanket easement and
right on, over and under the ground to maintain and to correct drainage of surface water,
in order to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take
any other similar action reasonably necessary, following which Declarant shall restore,
to the extent practical taking into account the work done or changes made, the affected
property to its original condition. Declarant shall give reasonable notice of its intention
to take such action to all affected Owners, unless in the opinions of Declarant an
emergency exists which precludes such notice.

(g) **Water Retention.** The Owner of each Lot, by acceptance of a deed
thereof, consents to the temporary storage (retention) of storm water within the drainage
easements (DE) on such Owner's Lot.

(h) **Street Lights.** The owner of each Lot on which a street light is installed
by Declarant consents to the placement of a street light on such Lot and agrees that the
Corporation shall have the right to enter upon the Lot for the purpose of maintaining
(including replacing) the street light and any electrical lines or appurtenant structures
related thereto.
13. **Declarant's Use During Construction.** Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales offices, may be maintained upon the Real Estate during the period of construction and/or the sale of Lots and Residences.

14. **Tract P.** Tract P represents a portion of the Real Estate to be deeded by Developer to the Town (or its designated agency, board or department) for use as a public park, subject to the restrictions to use, if any, contained in the deed of conveyance duly recorded in the office of the Boone County Recorder.

15. **Tract L.** Tract L as shown on the Plat is dedicated to the Town for the purpose of operating, maintaining, reconstructing and improving the lift station and appurtenant structures located thereon as provided by the Plat.

16. **Enforcement.** The Corporation, or any Owner or Declarant, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplemental Declaration, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions.

No delay or failure by any Person either to abide by, enforce or carry out any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement including attorney's fees, if it substantially prevails in such action.

17. **Limitations on Rights of the Corporation.** As long as there is a Class B member, the Corporation may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Corporation or identify themselves as acting in the name, or on the behalf, of the Corporation.

18. **Approvals by Declarant.** As long as there is a Class B member, the following actions shall require the proper approval of Declarant: mortgaging of the Community Area; amendment of this Declaration and any Supplemental Declaration; changes in the basis for assessment; or, the amount of the Initial Assessment.
19. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Residence or the Mortgage shall notify the Secretary of the Board of Directors of such Mortgage and provide the name and address of the Mortgagor. A record of such Mortgagor's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagor pursuant to the terms of the Declaration, any Supplemental Declaration, the Articles or the By-Laws (the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagor at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagor are furnished to the Secretary, either by the Owner or the Mortgagor, no notice to any Mortgagor as may be otherwise required by the Organizational Documents shall be required and no Mortgagor shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagor in connection with the mortgage.

(b) Notices to Mortgagors. The Corporation shall promptly provide to any Mortgagor of whom the Corporation has been provided notice under subparagraph (a) above notice of any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the Community Area;

(ii) Any delinquency in the payment of any Assessment owned by the Owner of any Residence on which said Mortgagor holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Corporation;

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagors; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the Community Area appertaining to any Residence or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Residence or (C) the purposes for which any Residence or the Community Area are restricted.

(c) Notice of Unpaid Assessment. The Corporation shall, upon request of a Mortgagor, a proposed mortgagor, or a proposed purchaser who has a contractual right to purchase a Residence, furnish to such mortgagor or purchaser a statement setting forth the amount of the unpaid Assessments against the Residence and the Owners, and any Mortgagor or grantee of the Residence shall not be liable for, nor shall the Residence conveyed by a lien for, any unpaid Assessments in excess of the amount set forth in such statement.
(d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide a copy of the most recent financial statement prepared by or on behalf of the Corporation.

(e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Community Area or any part thereof and (ii) pay overdue premiums on hazard or liability insurance policies or secure new hazard or liability insurance coverage for the Community Area in case of the lapse of a policy providing such coverage. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

20. Amendments.

(a) Generally. This Declaration may be amended at any time by an instrument signed by: (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Class A members cast at a meeting duly called for the express purpose of amending this Declaration and, to the extent required herein; or, (ii) Declarant.

(b) By Declarant. Declarant hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to December 31, 2010. Such amendments shall be in writing, executed by Declarant and recorded with the Recorder of Boone County, Indiana. No such amendment however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Residences at the time of such amendment. Declarant shall give notice in writing to such Owners and Mortgagees of any amendments. Except to the extent authorized herein, Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Declarant has previously conveyed without the written consent of the Owner of such Lot.

(c) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Boone County, Indiana.

21. Interpretation. The foregoing titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

22. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) year, unless changes in whole or in part by vote of those Persons who are then the Owners of a majority of the Lots in the Real Estate.
23. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

24. **Non-Liability of Declarant.** Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence. By an acceptance of a deed to a Lot, the Owner thereof shall be deemed to have agreed to INDEMNIFY AND HOLD DECLARANT FREE AND HARMLESS from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant. No duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

25. **Private Streets.** The Private Streets consist of that part of the Common Area within the Private Street Easements which is improved as a street and sidewalk. The Private Streets shall automatically become a part of the Community Area upon completion. The Private Streets shall be subject to the terms and provisions of this Declaration. Declarant reserves unto itself, its successors and assigns, and hereby establishes for each Owner(s) of Lots, their guests and invitees, and all public and quasi-public vehicles, an easement for ingress and egress on and over the Private Streets. The terms "public vehicles" and "quasi-public vehicles" shall include, but shall not be limited to, vehicles operated for police and fire protection, ambulances and other emergency vehicles, for trash and garbage collection, and for mail and other delivery services operated in the performance of their duties. Each Owner, by the acceptance of a deed to a Lot acknowledges that all streets in Ravinia are Private Streets and that the maintenance, repair and replacement of such Private Streets is the sole responsibility of the Association as described herein. Each Owner by the acceptance of a deed to a Lot hereby waives the right to request the dedication of the Private Street to the Town for public maintenance.

**IN TESTIMONY WHEREOF,** Declarant has executed this Declaration as of the date set forth above.

LEFBO DEVELOPMENT CORPORATION

By: 

[Signature]

STATE OF INDIANA  

COUNTY OF Marion  

26
Before me, a Notary Public in and for said County and State, personally appeared
James M. LeRoi, Jr. of 1650 Denver Avenue, who, after having been
duly sworn, acknowledged the execution of the foregoing Declaration of Covenants and
Restrictions of Ravinia for and on behalf of such

In Witness, my hand and Notarial Seal this 2nd day of August, 1999.

My Commission Expires: [Signature]

My County of Residence: Hamilton

This instrument was prepared by Michael C. Cook, Attorney-at-Law, Wooden & McLaughlin,
1600 Capital Center South, 201 North Illinois Street, Indianapolis, Indiana 46204, on February
RAYVIA
SECONDARY PLAT DESCRIPTION

Part of the North Half of the Southeast Quarter Section 26, Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana, more fully described by:

Beginning at the Northeast corner of said Southeast Quarter Section; thence along the Section line and the approximate center line of Willow Road, South 00°27'16" West 1320.27 feet to Southeast corner of the North Half of said Southeast Quarter Section; thence along the Quarter Quarter Section line and North described line of the Northview Subdivision, recorded in Plat Book 4, Page 180, the Northeast described line of the Kenneth Robert Jeffries and Jeanette Ann Jeffries Property as recorded in Deed Record 177, Pages 600-601, the North described line of the Common Area of Oak Ridge Section II, recorded in Plat Book 6, Pages 7-9 and the North described line of the John T. Krug and Martha Krug Property as recorded in Deed Record 230, Pages 487-488 in the Boone County Recorder's Office, South 89°19'12" West 2673.67 feet to the Southwest corner of the North Half of said Southeast Quarter Section; thence along the West line thereof and the East described line of the Eulalia F. Russell Property as recorded in Deed Record 250, Pages 45-47, North 00°15'38" East 456.40 feet; thence a Southwesterly described line of the Mary Hollywood Rogers Property as recorded in Deed Record 237, Pages 601-604, North 89°19'12" East 1773.78 feet; thence along an Easterly described line of said Rogers Property, North 00°27'16" East 863.77 feet; thence along the North line of said Southeast Quarter Section and a Southwesterly described line of said Rogers Property, North 89°18'35" East 901.44 feet to the Point of Beginning, containing 45.8900 Acres, more or less.

Exhibit "A"
TRACT "T"

Part of the North Half of the Southeast Quarter Section 26, Township 12 North, Range 2 East, Eagle Township, Boone County, Indiana, as herein described by:

Beginning at the Southwest corner of the North Half of said Southeast Quarter Section; thence along the West line thereof and the East described line of the Evalee P. Russell Property as recorded in Deed Record 280, Pages 45-47 in the Boone County Recorder's Office, North 00°15'58" East 456.40 feet; thence along a Southerly described line of the Mary Holliday Rogers Property as recorded in Deed Record 237, Pages 603-604, North 89°19'12" East 668.19 feet; thence South 00°15'58" West 456.40 feet; thence along the Quarter Quarter Section line and North described line of the Common Area of Oak Ridge Section II, recorded in Plat Book 8, Pages 7-9 and the North described line of the John T. Krug and Martha Krug Property as recorded in Deed Record 250, Pages 487-488, South 89°19'12" West 668.19 feet to the Point of Beginning, containing 7.0000 Acres, more or less.

Exhibit "B"
Cross-reference to Instrument No. 9902641, Book 10, Page 44

AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
RAVINIA

These Amendments to Declaration of Covenants and Restrictions of Ravinia ("Amendments") are executed this 4th day of May, 2010, by Ravinia Homeowners Association, Inc. ("Ravinia HOA"), an Indiana mutual benefit corporation.

WHEREAS, the Declarant executed that certain Declaration of Covenants and Restrictions of Ravinia, dated February 26, 1999, and recorded as Instrument No. 9902641, Book 10, Page 44, in the office of the Recorder of Boone County, Indiana (the "Declaration");

WHEREAS, pursuant to Section 20 of the Declaration, the Declaration may be amended at any time by an instrument signed by the appropriate officers of Ravinia HOA acting pursuant to the authority granted by not less than two-thirds of the votes of the Class A members of Ravinia HOA;

WHEREAS, these Amendments have been approved by the requisite vote of the Class A members as required by Section 20 of the Declaration; and

WHEREAS, all terms used in these Amendments and not otherwise defined in these Amendments shall have the same meaning as in the Declaration.

NOW, THEREFORE, Ravinia HOA hereby amends the Declaration as follows:

1. Section 1 (p. 2): the definition of "Community Area" is amended by deleting part (vii) that refers to "the area burdened by the Private Street Basements, including the Private Street(s) and sidewalk(s)."

2. Section 1 (p. 5): the definition of "Private Streets" is deleted.

3. Section 6(b) (p. 9): this section is amended to read:
"Signs. No signs may be placed in the Community Area without the approval of the Board of Directors. No sign of any kind shall be displayed to the public view on any Lot except one sign, not more than four (4) square feet, placed in the yard, which is displayed at any time for the purpose of advertising the property for sale. In addition, an Owner may place one sign, not more than four (4) square feet, at the entrance to Ravinia on weekend days for the purpose of advertising the Owner’s property for sale or an open house to sell the property."

4. Section 7(e) (p.12): amended by adding at the end “or in AAA rated municipal bond obligations.”

5. Section 7(f) (p.12): the reference to “Private Streets” in part (ii) is deleted.

6. Section 9(e) (p.16): amended by substituting “trees” for all references to “planting” or “plantings”, and deleting the last sentence that reads “As used in this subparagraph (c), ‘plantings’ does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.”

7. Section 11 (p.20): amended by adding “unless the Board of Directors elects to have the Town of Zionville provide snow removal for the streets” at the end of the first sentence.

8. Section 11 (p.20): part (j) is amended to read “the opening, closing and regulating of the irrigation system located on each lot, but not the repair, maintenance and replacement of the irrigation system which shall be the Lot Owner’s responsibility;”

9. Section 12(a) (p.21): part (vi) that refers to “Private Street Easements” is deleted.

10. Section 12(c) (p.22): “Private Street Easements or” is deleted.

11. Section 12(d) (p.23): “use the Private Street Easements for ingress and egress and otherwise” is deleted.

12. Section 25 (p.26): this section on “Private Streets” is deleted and replaced with:

"25. Streets. The streets of Ravinia are public streets that have been dedicated to the Town of Zionville."

Except as herein expressly amended and modified, all of the terms and provisions of the Declaration shall remain in full force and effect. These Amendments shall be binding upon and inure to the benefit of any person or entity having any interest in the Real Estate or any part thereof.
IN WITNESS WHEREOF, these Amendments are executed by the appropriate officer of Ravinia HOA as of the date first written above.

RAVINIA HOMEOWNERS ASSOCIATION, INC.,
an Indiana mutual benefit corporation

BY

IVAN JAHNS, PRESIDENT

STATE OF INDIANA )
) SS:
COUNTY OF Anne  )

Before me, a Notary Public in and for the State of Indiana, personally appeared Ivan Jahns, the President of Ravinia Homeowners Association, Inc., an Indiana mutual benefit corporation, who acknowledged the execution of the foregoing Amendments to Declaration of Covenants and Restrictions of Ravinia for and on behalf of said corporation, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this day of May, 2010.

Patricia A. Keener
Notary Public
Printed: Patricia G. Keener

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas G. Stayton.

This instrument was prepared by, and upon recording return to, Thomas G. Stayton, Attorney-at-Law, Baker & Daniels LLP, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana, 46204.