COVENANTS AND RESTRICTIONS OF “LOTS 2 AND 3 IN SOUTH PARK ESTATES, SECTION 2”

Cal-Cait, LLC, as Owner of Lots Numbered 2 and 3 in South Park Estates, Section 2, a subdivision in Guilford Township, Hendricks County, Indiana as per plat thereof recorded June 9, 1999 in Plat Cabinet 2, Slide 105, Page 1 in the Office of the Recorder of Hendricks County, Indiana (hereinafter “the Lots”), does hereby restrict and covenant the Lots unto themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to either of the Lots as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to both of the Lots:

1. **Land Use.** Lots shall be used only in accordance with the Hendricks County Zoning Ordinance.

2. **Brick.** The front façade of any home on the Lots shall contain at least eighty percent (80%) brick.

3. **Garage.** At the time any home is constructed, there shall also be constructed a two-car garage simultaneous with construction of the home. Such garage may be attached or detached from the home.

4. **Roof Pitch.** Roof pitch for the home must be at least 8/12.

5. **Building Lines, Easements.** No structure shall be erected or maintained in violation of the building lines or easements established on the Plat or by separately recorded instrument.

6. **Drainage.** Drainage of each lot shall be in conformity with the general drainage plan of the subdivision and the Hendricks County Drainage Board.

7. **Animals.** No animals or poultry shall be kept or maintained on the Lots except common household pets.

8. **Architectural Design.** No home, garage, or other building, wall, fence, or other structure shall be constructed, erected, placed, or altered on the Lots until the location plan, building plans, and specifications have been first submitted to, and approved by the Architectural Control Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Lots. The Committee shall be composed of the owner’s of the Lots, and the owner of Lot 3 in JDH Plat, an industrial subdivision recorded July 9, 2001 in Plat Cabinet 4, Slide 70, pages 1A, B. Each of the three (3) lot owners comprising the Committee shall have one (1) vote per lot. The
Committee's approval or disapproval as required in these covenants shall be determined by a two-thirds (2/3) Committee vote, and shall be made in writing to the applicant. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed denied.

9. **Subdivision/One Building Per Lot.** No further subdivision of either Lot shall be made without the written consent of the Committee and any appropriate government bodies;

10. **Construction and Repair Time.** Any improvement on each Lot shall be commenced under a properly issued building permit and completed within one (1) year from the date construction commences. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

11. **Storage Tanks.** Any gas or oil storage tanks used in connection with a Lot shall be located within a garage or house such that they are completely concealed from public view.

12. **Vehicle Parking.** No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on either Lot unless kept within a garage.

13. **Maintenance of Lots and Improvements.** Each Lot owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All Lots, whether improved or not, shall be mowed by the Lot owners or their designated representatives at least twice during each of the months of April through September.

14. **Ditches and Swales.** It shall be the duty of the Owner of each Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such curvets upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.

15. **Waiver of Remonstrance Rights.** All rights to remonstrate against any and all applications for rezoning, platting, development plans, or the like concerning lots in the JDH Plat, or lands adjoining the JDH Plat, have been waived by the Owner for itself and all its personal representatives, heirs, devisees, grantees, successors and assigns.
16. **Enforcement.** Any owner of the Lots, or the owner of any lot in JDH Plat, or the Committee may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney's fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a Lot shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain improvements in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owners of the Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner, and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a Lot is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

17. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by the owners of both of the Lots has been recorded agreeing to change said covenants in whole or in part.

18. **Severability.** Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

19. **Notice of Industrial Use:** The Lot Owners are hereby placed on notice that the real estate within the JDH Plat is used for industrial purposes.
IN WITNESS WHEREOF, the undersigned, as owner of the real estate described herein, have set their hands and seals this 24th day of April 2005.

Cal-Cait, LLC

By: John D. Harris, president

Printed: John D. Harris, president
Title: Member

STATE OF INDIANA

COUNTY OF HENDRICKS

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

John D. Harris

a Member of Cal-Cait, LLC who acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 24th day of April 2005.

JENNIFER M. LEAR

Res. Of Marion Co., Ind. Com. Expiration 08-27-11

Notary Public - Signature

My Commission Expires: 8-27-11

Notary Public - Printed Name
Resident of Marion County

This instrument was prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, IN 46122, Telephone: (317) 745-4300.