DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

ST. CLAIR ESTATES
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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and entered into this 17th day
of October, 2000, by OLD WORLD CUSTOM BUILDERS,
INC., ("Developer"),

WITNESSETH

WHEREAS, Developer is the fee simple title holder of
all the lands in Boone County, contained in and fully
described on Exhibit "A", attached hereto and made a part
hereof (hereinafter the "REAL ESTATE")

WHEREAS, Developer intends to divide the Real Estate
into Six (6) tracts (each such tract hereinafter
referred to individually as a "Lot" and collectively as
"Lots"), more or less, such subdivision known as ST. CLAIR
ESTATES.

WHEREAS, Developer desires to sell and convey Lots
subject to the imposition of certain mutual and beneficial
easements, restrictions, covenants, conditions and charges
designed to assure ingress and egress thereto and to protect
the value and desirability thereof.

NOW, THEREFORE, Developer hereby declares that each Lot
and all Lots shall be held, conveyed, encumbered, leased,
rendered, used, occupied and improved subject to the
following covenants, conditions and restrictions, which
shall run with the Real Estate and be binding on each
party having any right, title or interest in any Lot or
Lots, and his, her or its heirs, beneficiaries, successors,
assigns and personal and legal representatives, and which covenants, conditions and restrictions shall inure to the benefit of the Owners and each and every one of the Owner's successors in title to any Lot or Lots into which the Real Estate is subdivided.

ARTICLE I
Definitions

Section 1.01. Declaration: "Declaration" shall mean this instrument, together with any amendments or changes hereto which are hereafter made and evidenced as herein required.

Section 1.02. Developer: "Developer" shall mean Old World Custom Builders, Inc., their successors or assigns in the ownership, development and division of the Real Estate, and/or any person, firm, corporation or other legal entity specifically designated as such as set out in Article III of this Declaration.

Section 1.03. Lot: "Lot" (also referred to as "Tract"), referred to in the plural thereon as "Lots", shall mean any of the Six (6) tracts, more or less, into which the Real Estate is subdivided, the legal description being attached as Exhibit "A", which tracts are to be numbered in sequence as set out in the plat of St. Clair Estates recorded in the office of the Recorder of Boone County, Indiana, in Book Number______, Page______, and any subsequent phases recorded thereto, as any tract(s)
may be enlarged or diminished by Developer in connection with a reconfiguration thereof (in which event each tract shall be defined by the outside boundaries thereof). In no event shall any reconfiguration result in any tract having an area less than the area permitted by applicable zoning laws and in no event shall the Real Estate be divided to permit the construction of more than Six (6) single family residences and related improvements otherwise permitted hereunder. Further, no changes to the exterior boundaries of the plat can be made unless a replat is approved by the Boone County Area Plan Commission.

Section 1.04. Owner: "Owner", referred to in plural as "Owners", shall mean and refer to the record owner, whether one or more persons or entities, their respective heirs, beneficiaries, successors, assigns and personal and legal representatives, of the legal title to any Lot, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. Developer shall also be considered an Owner for purposes of this Declaration for so long as, and to the extent that, Developer owns a Lot or Lots.

Section 1.05. Driveway: "Driveway", referred to in the plural as "Driveways", shall mean that portion of any Lot developed and hard surfaced for the purpose of permitting ingress and egress to and from such Lot from any public road or easement.
Section 1.06. Lot Development Plans: "Lot Development Plans" shall mean and consist of the following plans:
(i) a site plan, prepared by a licensed civil engineer or registered land surveyor approved by Developer, showing existing improvements on a Lot, any proposed alteration of the topography, elevation or natural state of the Lot in connection with the improvement thereof or any construction thereon, and locating thereon all proposed improvements and structures showing finished floor elevations and details relating to drainage; (ii) complete house building and/or accessory structure plans, including structural details, exterior elevations and floor plans; (iii) material plans and specifications; (iv) landscaping plans (with a minimum of five (5) trees of four (4) inches or greater in diameter); (v) all other data or information which Developer may reasonably request.

Section 1.07. Property Owners' Association: "Property Owners' Association" shall mean the unincorporated association of owners established in accordance with Article IV of this Declaration, or such other legal entity as may be formed as a successor thereto.

Section 1.08. Subdivision: "Subdivision" shall mean the Real Estate as divided into Lots, all as evidenced by a plat thereof recorded herewith in the Office of the Recorder of Boone County, Indiana, Book Number _____, Page _____, identified as the plat of St. Clair Estates.
ARTICLE II

Character of Lots

Section 2.01. In General: Every Lot or group of Lots referred to in these covenants shall be used exclusively for single family residential and accessory use purposes.

Section 2.02. Improvement and Development of Lots: No Lot shall be further divided to create any additional tract upon which a single family residence and improvements otherwise permitted hereunder may be constructed, nor shall any improvements be made thereto or construction commence, proceed or continue thereon, except in strict accordance with the terms and provisions of this Declaration. Not more than one (1) single family dwelling house, together with attached garage and such related accessory structures, horsebarn and recreational facilities as may be permitted by this Declaration shall be constructed, altered, placed or permitted to remain on any Lot referred to by the covenants.

Section 2.03. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited: No dwelling house constructed on a Lot shall be occupied or used for residential purposes for human habitation until it has been substantially completed. The determination of whether a dwelling house has been "substantially completed" shall be made by Developer and the Boone County Building Inspector, and such decision shall be binding on all parties affected thereby.
ARTICLE III

Developer

Section 3.01. Developer: The powers and authorities contained in this Article shall be vested in Developer and the covenants, conditions and restrictions in Article V of this Declaration shall be administered and enforced by Developer, or their designated successors and/or assigns. Developer's administration and enforcement of such covenants, conditions and restrictions shall include, but not be limited to, approval of Lot Development Plans prior to the improvement of any Lot. Neither the exercise of such administration and enforcement duties by Developer, nor the approval of any Lot Development Plans by Developer, shall relieve any Owner of any duty and obligation imposed by this Declaration or compliance with the covenants, conditions or restrictions as the same are recorded in the Office of the Boone County Recorder. In the event that a written approval is not received from Developer within thirty (30) days from the date submittals are made, the failure to issue such written approval shall mean the disapproval thereof. In the event of a disapproval, Developer shall give a short statement of the reason or reasons for such disapproval within ten (10) days following receipt of a written request to do so. Developer reserves the right to unilaterally deny approval of lot development plans if the single family dwelling is inconsistent as to design, size or costs with adjacent lots.
Section 3.02. Powers of Developer: No Lot shall be developed and no single family dwelling house, accessory building, driveway or other structure or improvement of any type, kind or character shall be constructed, placed, altered or permitted to remain on any Lot in the subdivision without the prior written approval of Developer. Any required approval shall be requested by an Owner by written application to Developer. Such written application shall be made in the manner and form prescribed from time to time by Developer, and shall be accompanied by two (2) complete sets of Lot Development Plans and such other information as may be reasonably required by Developer. The authority given to Developer hereby is for the purpose of determining whether the proposed improvement and development of a Lot is consistent with the terms and provisions of this Declaration, is consistent with and meets Developer’s overall plans for improvement and development of the Real Estate and is compatible and consistent with the development of other Lots. In furtherance of the foregoing purposes, Developer is hereby given discretion as to matters related to location, building orientation, layout, design, architecture, color schemes and appearance in approving Lot Development Plans. Any house, building or other accessory structure plans included as a part of any application to Developer for required approvals shall set forth the color and composition of all exterior materials proposed to be used and any site plan submitted shall describe and detail
all proposed landscaping and include any other material or information which Developer may reasonably require. All plans and drawings representing a part of the Lot Development Plans and any other plans reasonably required to be submitted to Developer shall be drawn to a scale of 1" = 10', or to such other scale as Developer may require. All plans submitted shall be prepared by either a registered land surveyor, engineer or architect unless Developer specifically permits otherwise.

Section 3.03. Liability of Developer: Neither Developer, nor his agents, successors or assigns, shall be responsible in any way for any defects or insufficiencies in any plans, specifications or other materials submitted for review, whether or not approved by Developer, nor for any defects in any work done in accordance therewith. Developer shall not be liable to any person, firm, corporation or other legal entity aggrieved by Developers' exercise of (or failure to exercise) any of his powers as specified in Section 3.03 hereof, and shall have no liability whatsoever which is claimed or alleged to result, in whole or in part, upon refusal by Developer to approve Lot Development Plans submitted by Developer.

Section 3.04. Inspection: Developer shall have the right to go upon any Lot within without being a trespasser to inspect any work being performed thereon to assure compliance with this Declaration and conformity with Lot Development Plans and with any other plans or submittals
made to him and upon which any approvals required by this Declaration were based.

Section 3.05. Assignment of Duties: All of the duties, responsibilities and rights held by Developer under this Declaration shall be exercised and administered by Developer in good faith until such time, if any, as they may be assigned by Developer to another of one or more Lots referenced by these covenants or any other legal entity formed as a successor thereto. Any such assignment shall be at the option and sole discretion of Developer and may be made at any time or stage of development. Any assignment by Developer shall be by written instrument duly executed and recorded in the Boone County Recorder’s Office. Following any such assignment and recordation, the duties, responsibilities and rights of Developer under this Declaration shall immediately vest in and be performed by assignor or successor.

ARTICLE IV

Association of Property Owners and Assessments

Section 4.01. Association of Property Owners: In order to provide for the continuing maintenance and administration of the Subdivision, there is hereby established an unincorporated association of Owners of Lots in St. Clair Estates ("Property Owners' Association"). The Property Owners' Association shall be comprised of and limited in members to the Owners from time to time of the
several Lots within the Subdivision. Membership in the Property Owners' Association shall commence immediately upon becoming an Owner and continue for so long as ownership of a Lot or Lots continues. At such time as an Owner conveys title and ceases to be an Owner, membership in the Association shall terminate. A new Owner of a Lot shall automatically become a member. Although an Owner need not participate in the administration of the Subdivision, all Owners and the ownership of any Lot or Lots shall be subject to any and all rules and regulations duly established by the Property Owners' Association (as well as being subject to the rights of Developer and the terms and provisions of this Declaration) and shall be liable for the payment of all assessments levied by the Property Owners' Association. The Property Owners' Association may assign or otherwise transfer its rights, responsibilities and duties under this Declaration to any legal entity which may be formed as a successor thereof. Any such assignment or transfer shall be in writing and shall be effective when written evidence thereof is duly recorded with reference to this Declaration in the office of the Recorder of Boone County, Indiana.

Section 4.02. Rights and Duties of Property Owners' Association: The Property Owners' Association shall be responsible for the following:

a) The landscaping, maintenance and upkeep of the fencing installed by the Developer within the areas shown on the plat and contained within the
drainage and utility easements ("D" and "U") as well as all other common areas shown on the plat. The Property Owners' Association shall also be responsible for maintenance and upkeep of the signage for St. Clair Estates within the drainage and utility easement at the entrances of the Subdivision. The Property Owners' Association also be responsible for maintenance and upkeep of any retention areas and any "Common Area" as may be shown on the plat.

b) Procuring of utilities used in connection with the Lots, single family residences and common areas to the extent the same are not provided and billed directly to owners of Lots by utility companies. Further, it shall be the responsibility of the Property Owners' Association, if they choose to exercise that responsibility, to provide for common snow removal throughout the Subdivision and bill the members accordingly.

c) Payment of insurance (if any may be required under other sections to this declaration).

d) Determination of general and special assessments levied against the Owners.

e) Promulgation and enforcement of the rules and regulations in this Declaration or as otherwise duly promulgated by the Owners.
f) Arrange for the common pick up and removal of garbage and waste so as to assure that one waste hauler will be utilized to serve the Subdivision.

g) Exercise of the powers vested in the Property Owners' Association by this Declaration or by Articles of Incorporation and Bylaws of any successor corporation thereto.

Section 4.03. Meetings of the Property Owners' Association and Voting Rights: Business of the Property Owners' Association shall be conducted at meetings of this Association. Meetings of the Association may be called by the then current Chairman or Secretary-Treasurer of the Property Owners' Association or upon request of the Owner(s) of at least five (5) Lots. Written notice of any meeting of the Lot Owners shall be personally delivered or mailed by first class United States mail by the Secretary-Treasurer to all Owners at least twenty (20) days prior to any proposed meeting. The Corporation shall have the following classes of membership with the following voting rights:

a) Class A. Class A members shall be all Owners of Lots in the Subdivision. Each Class A member shall be entitled to one (1) for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one (1) person constitutes the
Owner of a particular Lot, all such persons shall be members of the Association, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

b) **Class B.** Class B members shall be Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled to five (5) votes for each Lot of which it is the Owner on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate on the date upon which the written resignation of the Class B members as such is delivered to the Association or successor thereto or the date Developer no longer owns any Lots in the Subdivision, whichever occurs first. After the above, Class B memberships shall be converted to Class A memberships, and for each former Class B member shall be entitled to one (1) Class A membership for each Lot owned in the Subdivision.

**Section 4.04. Assessments:** The Property Owners' Association shall have the power to levy uniform, general
and special assessments against each Owner and each Lot, without regard to the size thereof relative to any other Lot in the Subdivision.

Section 4.05. Creation of a Lien and Personal Obligation of Assessments: Developer hereby covenants and each Owner of each 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 Property Owners’ Association general and special assessments, such assessments to be established and collected as provided in this Article. Until paid in full, an assessment not paid when due, together with interest thereon (at a percentage rate per annum equal to the then current Indiana statutory maximum annual interest rate) and costs of collection (including reasonable attorneys’ fees and court costs) shall be a continuing lien upon the Lot against which such assessment is made. Each assessment, together with interest and costs of collection as aforesaid, shall also become and remain, until paid in full, the personal obligation of the one or more persons or entities in ownership of the Lot at the time when the assessment first became due and payable. If any Owner fails, refuses or neglects to make payment of an assessment when due, the lien for such assessment on such Owner’s Lot may, at any time following notice thereof by first class United States mail of the amount thereof to an owner and the expiration of ten (10) days from the date such notice
is sent, be foreclosed by the Property Owners' Association in the same manner in which a Mechanic's Lien is foreclosed from time to time under Indiana law, or in any other manner otherwise from time to time permissible of provided by law. The Property Owners' Association may, at its option, bring a suit against the Owner (and if more than one, either jointly or severally) to recover a money judgment for any unpaid assessment without foreclosing the lien for such assessment or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Property Owners' Association shall be entitled to recover interest as aforesaid and the costs and expenses of such action, including, but not limited to, reasonable attorneys' fees and court costs.

Section 4.06. Purpose of Assessment: General or special assessments levied by the Property Owners' Association shall be used exclusively to exercise those powers and advance those purposes for which the Property Owners' Association has been formed by this Declaration.

Section 4.07. Basis for Assessment: Except as provided in Section 4.09 hereof, general or special assessments levied by the Property Owners' Association shall be assessed uniformly against each Lot (and the Owner(s) thereof), regardless of whether any such Lot is improved or unimproved and without regard to the type of improvements constructed on any Lot, or the
extent of use of the facilities and improvements for
which any assessment, general or specified, is made.

Section 4.08. Annual Meeting, Adoption of Budget and
General Assessment: Between May 1st and July 10th of each
year, the Association shall hold an annual meeting with
notice to all Owners in the manner required by 4.03 of this
Declaration. At the annual meeting, the Owners shall
elect a Chairman and a Secretary-Treasurer to coordinate
and handle the day to day affairs of the Property Owners'
Association and shall adopt a proposed annual budget.
The budget, adopted by the Property Owners' Association,
shall provide for allocation of anticipated expenses in
such a manner that the obligations imposed by this
Declaration will be met and shall further outline all
anticipated expenses and obligations for the period
covered thereby. Following approval of the budget, the
Chairman and Secretary-Treasurer shall fix a uniform
general assessment against each Lot (and the Owner(s)
thereof) in an amount necessary to defray the expenses
and obligations budgeted, together with an amount, if
any, approved by the Owners to permit establishment of
and/or contribution into a reserve account in order to
defray anticipated future capital expenditures. Notice of
the uniform general assessment shall be sent by the
Secretary-Treasurer to each Lot Owner as soon as
practicable following the annual meeting. Unless
otherwise determined by majority vote of the Owners, the

16
general assessment established shall be paid in full to the Secretary/Treasurer of the Property Owners' Association in one (1) installment on or before August 31 next succeeding. Upon receipt of payment, the Secretary-Treasurer shall deposit the amount involved in an account opened and maintained in the name of the Property Owners' Association at a state or national bank having its principal banking offices in either Lebanon, Zionsville or Indianapolis, Indiana. Withdrawals from such account shall be made only upon the approval of both the Chairman and Secretary-Treasurer signing jointly and only for a purpose or purposes set forth in this Declaration.

Section 4.09. Special Assessments: In addition to the general assessment, the Property Owners' Association may levy in any calendar year one (1) or more uniform special assessments against each Lot (and the owner(s) thereof) for the purpose of defraying, in whole or in part any unanticipated expenses or obligations or the costs of any major reconstructions, repair, replacement or maintenance required, PROVIDED THAT the levy of any such special assessment must be approved by the owner(s) of at least two-thirds (2/3's) of the Lots who are voting in person or by written proxy at a special meeting of Owners duly called for such purpose, subject to written notice delivered in person or sent by first class United States mail at least fifteen (15) days in
advance to each Owner of the time, place and purpose of
such meeting. Following approval of the levy of any such
special assessment, the vote of the owner(s) of at least
a majority of the Lots shall establish the date or dates
any such special assessment shall become due, and the
manner in which it shall be paid to the Secretary-
Treasurer for deposit in the Property Owners' Association
account established and maintained in accordance with
Section 4.08 hereof, for use consistent with the purpose
or purposes for which such special assessment was levied.

Section 4.10. Subordination of the Lien to Mortgages:
The lien of the assessments provided for herein against a
Lot shall be subordinate to the lien of a recorded bona
fide first mortgage covering such Lot and subordinate to
any tax or special assessment lien of such Lot in favor
of any governmental taxing or assessing authority. The
sale or transfer of a Lot shall not affect the assessment
lien. The sale or transfer of a Lot pursuant to bona
fide mortgage foreclosure proceedings or any other
bona fide proceeding in lieu thereof shall, however,
extinguish the lien of such assessment as to any payment
which became due prior to such sale or transfer. No such
sale or transfer shall release a Lot from liability for
any assessments thereafter becoming due or from the lien
thereof.
Section 4.11. Duties of Chairman and Secretary-Treasurer of the Property Owners' Association: The Chairman and Secretary-Treasurer of the Property Owners' Association, or their designee, shall have the duties set forth in this Declaration, shall attend to and handle the day to day affairs of the Property Owners' Association and shall attend to handle such other duties delegated to them by the Owners. All acts taken and things done shall be measured by a standard of reasonableness and neither the Chairman nor the Secretary-Treasurer shall have any liability to an Owner, Owners or the Property Owners' Association unless acting in bad faith in a manner inconsistent with the terms and provisions of this Declaration. Notwithstanding the foregoing, in no event (except in the case of a bona fide emergency involving a total expenditure not exceeding One Thousand Dollars ($1,000) or such other amount from time to time established by the Owners), shall either the Chairman or Secretary-Treasurer have any right, privilege or authority to contract for, solicit, hire or otherwise obtain services or materials which are not included within and covered by the budget then applicable or which are otherwise funded by a special assessment levied in accordance with Section 4.09 hereof.

Section 4.12. Receipt For Payment: The Property Owners' Association shall, within twenty (20) days after demand made at any time, furnish a receipt in writing
signed by the Secretary-Treasurer of the Property Owners' Association, specifying that the assessment respecting a Lot has been paid or that certain assessments remain unpaid, as the case may be. Such receipts shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**ARTICLE V**

**Lot Development**

**Section 5.01. Lot Development:** Prior to the development, improvement or alteration of, or the construction on or addition to, a Lot or Lots, the Owner(s) thereof shall first obtain written approval from Developer of the Lot Development Plans as required by Article III of this Declaration. Any improvement, development or alteration of a Lot or Lots, and any construction thereon or addition thereto, shall strictly comply with this Article V. In the event of a conflict between a set of duly approved Lot Development Plans and the terms and provisions of this Article V, the terms and provisions of Article V shall control.

**Section 5.02. Type, Size and Nature of Construction Permitted:** No single family dwelling house, garage, driveway, accessory building, fence, swimming pool, tennis court or other recreational facility permitted by this Declaration shall be erected, placed or altered on any Lot without the prior written approval of Developer or his
assigns, respectfully, as required by this Declaration. Such approval shall be obtained prior to the commencement of construction and shall be subject to the following minimum standards:

(a) No structure or building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not exceeding two and one-half (2 1/2) stories in height, one private attached garage for a minimum of two vehicles, maximum of four, and such other accessory buildings or structures related to swimming pools, tennis courts, horse barns and other recreational facilities, including greenhouses, which are usual and incidental to the use of the Lot for single family residential purposes. Garage doors shall not be parallel to the public road or private roadways, respectively, accessing the dwelling or accessory structures.

(b) The minimum finished floor area of a one story dwelling house constructed on a Lot, exclusive of open porches, attached garages and basement, shall be 3,000 square feet in the case of a one story residence, and in the case of a dwelling house having more than one story, a minimum of
1,600 square feet of the required minimum finished floor area shall be located on the first floor.

(c) No single family dwelling house, garage or accessory structure of any kind shall be moved onto any Lot and all materials incorporated into the construction thereof shall be new, except that used brick, weathered barn siding or the like, or interior design features utilizing other than new materials, may be approved by Developer. No tent, basement, shack, garage, barn or other structure shall be placed or constructed on any Lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required as an accessory structure in connection with the construction of a single family dwelling on a Lot.

(d) Any accessory buildings (other than greenhouses or indoor pools with track roofs or canvas dome covers) constructed on a Lot shall have a slate, tile or wood shake roof and shall be made out of the same materials, or combination thereof, out of which the single family dwelling house on the same Lot is constructed, provided that, structures such as polebarns shall be specifically prohibited unless the conditions of Section 6.05 have been met and
the Developer specifically approves the location, design and materials.

(e) The concrete or block foundation of any single family dwelling house or accessory structure constructed on a Lot shall be covered on the exterior with wood, brick or stone veneer so that no portion of the exterior thereof is left exposed above ground.

(f) Each attached garage shall be designed as a part of the single family dwelling house to which it is connected.

(g) The roof of each single family dwelling house constructed on a Lot (excluding that portion of the roof covering the attached garage or open or enclosed porch) shall have a pitch of 7 to 12 or greater unless otherwise approved by Developer as a part of Developer’s approval of Lot Development Plans. The roof shall be comprised of slate, tile or wood shake shingles.

(h) No house or other structure shall contain aluminum or vinyl siding. Further, no plywood, hardi plank or other sheets of wood with dimensions of four (4) by eight (8) foot may be used for exterior siding.

(i) No open loop geothermal heat pumps shall be allowed.
(j) Each Lot shall maintain a minimum of forty percent (40%) open green space in accordance with the Boone County Zoning and Subdivision Control Ordinances.

**Section 5.03. Tree Preservation:** Existing mature trees (having a trunk in excess of six (6) inches in diameter measured at a point three (3) feet from undisturbed ground) shall be preserved to the extent the removal thereof is not mandatory in connection with the construction of an approved single family dwelling house or accessory building unless the removal thereof is otherwise specifically approved by Developer or any such tree is dead or decayed and dangerous.

**Section 5.04. Completion of Construction:** All construction upon a Lot shall be completed in strict accordance with the Lot Development Plans approved by Developer. The exterior of any dwelling house built upon a Lot or combination of Lots shall be completed within eighteen (18) months after the date of commencement of the foundation and the site graded and any areas to be covered with grass shall be seeded or sodded. Each Lot shall be kept and maintained in a sightly and orderly manner during the period of construction. All builders will be required to utilize and pay for a thirty (30) cubic yard trash receptacle for each home during the period of construction in order to properly dispose of debris. Every builder or owner shall be required to furnish a
Port-O-Let for their workers during construction. However, multiple builders or owners may combine to provide Port-O- Lets to their workers.

Section 5.05. Storage Tanks: No storage tanks, of any nature, for any use, shall be allowed on the surface or be buried on any lot.

Section 5.06. Mailboxes: Mailboxes installed for mail delivery on a Lot shall be located, and shall be of a type, color and manufacture approved prior to installation by Developer. Such mailboxes shall be installed in a location which is also approved by Developer.

Section 5.07. Driveways: No lot shall be permitted to contain more than one driveway and each lot shall be allowed only one cut onto a public road adjoining the property. The driveway on each Lot shall be cut and stone or gravel placed thereon prior to development or improvement of the Lot to the extent necessary to avoid the transmittal of mud from construction traffic to the Public Roads. Upon substantial completion of construction, each driveway shall be constructed of either hard mixed aggregate, concrete or concrete pavers, asphalt, brick or other material acceptable to Developer.

A driveway constructed on any Lot to and from the Public Road shall be constructed and maintained so as to provide the sole means of ingress and egress to such Lots for vehicular traffic. However, circular drives which provide more than one cut onto a public road may be allowed
upon approval of the Developer. Under no conditions shall driveways be constructed over curb inlets of the storm sewer system within the right-of-way of the public road. No asphalt or concrete driveway shall be placed behind a curb containing these inlet grates.

Section 5.08. Fences, Walls, Hedges or Shrub Plantings: No fence, wall, hedge or other screening shall be erected, placed, altered or permitted to remain on any Lot other than as approved (as to location, type, materials, design and height) by Developer under Article III of this Declaration. These structures or plantings may be placed within platted drainage and utility easements or within the right-of-way of a public street, provided that, the same is permitted by Developer and the placement or location has no detrimental effect on drainage or public safety. Further, to the extent an owner is allowed to board horses according to Section 6.05, any fencing must match existing fence as to height, spacing of posts and rails and color. No chain link fence shall be erected upon a Lot. No fence shall be erected or maintained on or within any Landscaping Easement except upon express written permission by Developer. Developer may establish further restrictions with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yards of certain Lots.

Section 5.09. Sewage Disposal Systems:

a) Installation: Private sewage disposal systems which are installed on Lots shall be installed
thereon in strict compliance with the following procedure:

(i) A detailed On-Site Sewage Disposal System Plan (hereinafter "OSDS Plan") shall be prepared by a registered engineer or land surveyor for review by the Developer illustrating:
   (A) the location of the improvements to be constructed, building lines, lot lines, easements, septic tanks, distribution box or equivalent, and absorption field;
   (B) the location, depth, size, direction of flow and gradient of required peripheral subsurface drain tile, proposed grades and the direction of subsurface water flowage on the site; (C) details of construction including depth of septic tank and distribution box, and depth, gradient and size of absorption field; (D) detailed installation specifications, performance data and means of maintenance for any system in lieu of a conventional septic tank and appurtenances; and (E) any other detail reasonably required by Developer.

(ii) The Owner shall specify the contractor who is to install the sewage disposal system, which contractor must be bonded, experienced and competent in this type of installation.
(iii) The Owner shall submit the foregoing information, as required, for approval by the Boone County Sanitarian, Boone County Health Department or other similar agency having jurisdiction and for review by the governing zoning authority.

(iv) The OSDS Plan and supporting documents stamped with the approval of the Sanitarian shall then be fully reviewed by Developer and, if approved, stamped for approval.

(v) The Owner shall cause the system to be installed in accordance with the approved OSDS Plan and specifications and leave the system uncovered for inspection by a registered engineer approved by Developer who shall certify as to compliance with the OSDS Plan and specifications. Before back-filling, the Owner shall advise the Boone County Sanitarian that the construction is ready for inspection and give the Sanitarian a reasonable opportunity to make an inspection.

(vi) Prior to submission of the OSDS Plan, the Owner shall cause a minimum of two (2) soil analysis tests to be made on his Lot, and the OSDS Plan shall show thereon the location of such tests and the results thereof. The absorption field shall be located in the
immediate area of the tests and may not be relocated unless additional tests are conducted and the results submitted to Developer, along with a plan showing the new location of the absorption fields, for review and approval. No downspouts or sump pump drains shall be connected to the peripheral drain tile unless said tile has been oversized to accommodate the additional run-off water from these facilities.

b) **Restrictions on Use of Absorption Field:** No Owner of any Lot shall pave over or otherwise obstruct the absorption field located on his Lot without the prior written approval of the Boone County Sanitarian and Developer.

c) Each Lot shall have the appropriate perimeter drainage tile around the absorption field of the septic system as may be required by the Boone County Sanitarian. Sump pump drains, downspouts and perimeter drains shall not outlet directly to the street, rearyard drainage swales or into the detention basins.

**Section 5.10. Ditches and Swales:** The Owner of any Lot on which any part of a private drainage tile, the Pedigo Legal Drain, open storm drainage ditch or swale is situated shall keep such portion thereof as may be situated upon his Lot or Lots continuously unobstructed and in good repair,
and shall provide for the installation of such culverts upon said Lots as may be reasonably necessary to accomplish the purposes of this subsection, all at each such Owner's own cost and expense.

Section 5.11. Ponding and Runoff: No owner shall cause or permit any pond to be created on any Lot, including without implied limitation, from any swale, ditch, stream or creek located on the Real Estate. Further, owner shall prevent water run-off and the depositing of soil and mud from the lot onto the street or through drainage swales through the use of silt fences installed during the home building process.

Section 5.12. Direct Digital Television: Receiver dishes of eighteen (18) inches or less in diameter which attach to the house shall be permitted without prior written consent of Developer. No other antenna dish, tower or other free standing antenna structure or device shall be erected, placed or permitted to remain on any Lot without prior written consent of Developer. Developer reserves the right to withhold permission for any reason.

Section 5.13. Subsurface Drains: Specific Lots within the subdivision have been provided access to plastic drains which are connected to the subdivision storm sewer system. These drainage tiles are designed to provide an outlet for the flow from perimeter drains around septic systems and drainage water from sump pump discharges. In no situation shall the discharge from sump pumps or downspouts
be outleted directly into the street right-of-way or onto the street surface. Gravity drainage from downspouts may be drained directly by piping into the storm system but shall not be piped directly into surface swales at the side or rear of lots. The water from downspouts shall be dispersed onto the lawn area around the home and allowed to flow naturally to drainageways. All floor drains shall drain into the sewage disposal system of the home. In no situation shall sump pumps be outleted into the septic system of the home or in any ravine, swale or open ditch on or adjacent to the subdivision.

Section 5.14. Compacted Fill Material On Lots: Lots may contain compacted fill material. This soil, although it has been properly compacted, may not contain similar engineering properties of undisturbed soil for the purpose of foundation construction. The Developer makes no representation, express or implied, as to the suitability of soil conditions for the purpose of foundation construction. The owner of each Lot is solely responsible for determining the suitability of soil conditions prior to the purchase of a Lot and/or the commencement of construction.

Section 5.15. Landscape Easement: "Landscape Easement" (LE) is an area designated and described on the plat along a portion of the common boundary of the subdivision. No sheds, barns, tennis courts, swimming pools, improvements or structures of any type are allowed
within the designated landscape easements without the
express written permission of the Developer. Further, no
mature trees as set out in Section 5.03 of this declaration
can be moved or cut in the designated setback area excepting
those trees which are diseased or dead without express
permission of Developer. The Landscape Easement is created
not for general access but only for the protection and
maintenance of landscaping and therefore is intended for the
exclusive use of the Lot owner.

ARTICLE VI

Use and Maintenance of Lots

Section 6.01. Vehicle Parking: No camper, motor home,
truck, trailer or boat may be parked or stored overnight or
longer on any Lot in open public view, except pick-up
trucks or other similar vehicles customarily used by the
Owners of suburban real estate parcels similar in size to
the Lots contained herein. Further, no vehicles as set out
above, including automobiles, light trucks or pick-ups,
shall be parked or stored on the roadways or common
areas throughout the subdivision.

Section 6.02. Home Occupations: No home occupation
shall be conducted or maintained on any Lot other than one
which is incidental to a business, profession or
occupation of the Owner or occupant of such Lot and which is
generally or regularly conducted at another location which
is away from such Lot. No signs of any nature, kind or

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description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

**Section 6.03. Signs:** No sign of any kind shall be displayed to public view on any Lot except that one two-sided sign (not exceeding five (5) square feet per side) may be displayed at any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise during construction.

**Section 6.04. Maintenance of Tracts and Improvements:** The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, each such Owner shall:

(i) Mow such portion of the Lot or Lots upon which grass has been planted at such times as may be reasonably required.

(ii) Remove all debris or rubbish;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance;

(iv) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly.

**Section 6.05. Animals:** Only dogs, cats and similar animals generally and customarily recognized as household pets, not exceeding in the aggregate three (3) in number, may be kept or maintained on any Lot as household pets. All animals kept or maintained on any Lot in this Subdivision shall be kept reasonably confined so as not to become an annoyance or nuisance. No animal shall be kept
or maintained on a Lot for commercial purposes or primarily for breeding purposes. In the event that multiple lots are purchased for the expressed purpose of building one single family residence and the total acreage of said lots equals six (6) acres or more then, and in that event, said owner shall be allowed to board a maximum of two (2) horses on said property. In the event said owner elects to board horses and has the minimum acreage required, said owner is expressly prohibited and denied the right to build more than one single family residence on the total number of lots. This covenant provision is strictly enforceable by the Boone County Area Plan Commission, as well as lot owners in the subdivision, including but not limited to, the specific right of the Boone County Area Plan Commission to deny a request for a building or improvement location permit for an owner not otherwise in compliance with this section.

Section 6.06. Garbage, Trash and Other Refuse: The outside burning of garbage or other refuse shall not be permitted on any Lot, nor shall any outside accumulation of refuse or trash be permitted on any Lot. Each single family dwelling house built shall be equipped with a garbage disposal unit of a type, kind and capacity approved by Developer, and once installed, each such unit shall be kept and maintained in good working order so as to be and remain environmentally acceptable.

Section 6.07. Nuisances: No noxious or offensive activity shall be conducted upon any Lot, nor shall
anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or another Owner.

Section 6.08. Maintenance of Undeveloped and Unoccupied Lots: Owners of undeveloped or unoccupied Lots shall at all times keep and maintain such Lots in an orderly manner, causing weeds and other growths to be reasonably cut and shall prevent the accumulation of rubbish and debris thereon.

Section 6.09. Lots 3 and 4. The Building Pads for Lots 3 and 4 have been shown on the recorded plat of this subdivision. No single family dwellings or buildings, other than accessory buildings, are permitted north of the swale/ravine running in and through said Lots.

Section 6.10. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to, police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, postal employees, utility company vehicles and personnel, privately owned delivery vehicles making deliveries to a lot, as well as pedestrian traffic are hereby granted the right to enter upon and use the roadway throughout the subdivision in the performance of their duties, for deliveries, for ingress and egress, and for installation, replacement, repair and maintenance of all public utilities, including, but not limited to, water, sewer, gas, telephone and
electric.

Section 6.11. Yard Lighting: The Owner shall install dusk-to-dawn type yard lighting having a minimum height at least five (5) feet above finishing grade in the front yard of the home between the platted building setback line and the street right-of-way. The type, style and location of said yard light shall be subject to the approval of Developer.

ARTICLE VII
Easements

Section 7.01. Easements: The strips of ground shown on the survey of lots attached hereto and designated Drainage and Utility Easements ("DE" or "UE") either separately or together, are hereby created for the use (including required ingress and egress necessary as a part thereof) of public utility companies, governmental agencies, police, fire, ambulance and other emergency vehicles, and the Owners of the Lots herein as follows:

"Drainage Easements" (D.E.) 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 this and adjoining ground and/or the public drainage system. No structures, including fences, shall be built on a Drainage Easement which obstructs flow from the area being served, nor shall any changes be made in the finished grade elevations of any Lot, whether in connection with the construction of improvements thereon or otherwise, so as to modify, alter or change the location or depth of any drainage swales, ditches or creeks located within any such Drainage...
Easement without the approval of all Federal, State, County or Municipal authorities from whom approvals are required by law, or which would in any way prohibit, impede, restrict or alter the natural flow of surface water drainage.

"Utility Easements" (U.E.) are created for the use of public and private utility companies, not including transportation companies, for the installation, operation and maintenance of mains, ducts, poles, lines and wires necessary to provide utility service to a Lot or Lots, subject to the condition that following any installation or maintenance, the affected area within such Utility Easement shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having such work performed.

The Owners shall take title to the Lots subject to the foregoing easement rights in, along and through the strips of ground properly designated as hereinabove set forth on the recorded survey of the Lots for the purposes herein stated. Further, "Landscape Easements" (LE) has previously been defined and referenced in Section 5.15.

ARTICLE VIII

General

Section 8.01. Waiver of Damages: Neither the Developer, their nominees, representatives or designees, shall be liable for any claim for damages whatsoever arising out of or by reason of any acts taken (or not taken) or things done or performed (or not done or performed) pursuant to any authorities reserved, granted or delegated pursuant to this Declaration.

Section 8.02. Enforcement: The right to enforce the restrictions contained in this Declaration and all covenants
and restrictions contained herein including, but not limited to, the right of injunctive relief, or the right to seek the removal by due process of law of structures erected or maintained in violation of this Declaration, is hereby given and reserved to Developer, the Owners from time to time of Lots and all parties claiming under them, the Boone County Area Plan Commission, all of whom shall have the right, individually, jointly or severally, to pursue any and all remedies, in law and equity available under applicable Indiana law, without being required to show actual damage of any kind whatsoever, and shall be entitled to recover, in addition to appropriate monetary damages, if any, reasonable attorneys' fees and other legal costs and expenses incurred as a result thereof.

**Section 8.03. Severability:** The provisions of this Declaration shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained herein.

**Section 8.04. Non-Liability of Developer:** Developer shall not have any liability to an Owner or to any person or entity with respect to drainage on, over, under or through a Lot. Upon the improvement and development of a Lot, the proper handling of storm and surface water
drainage shall be the responsibility of the owner of such Lot, and each owner by the acceptance of a deed to a Lot, shall be deemed to and does thereby RELEASE AND FOREVER DISCHARGE Developer from, and shall INDEMNIFY AND HOLD HARMLESS Developer against, any and all liability arising out of or in connection with the handling, discharge, transmission, accumulation or control of storm or surface water drainage to, from, over, under or through the Lot described in such deed.

Section 8.05. Public Liability and Property Damage Insurance: Each owner shall obtain and pay for such public liability and property damage insurance as may be desired to provide protection against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property occurring on or about each such owner's Lot.

Section 8.06. Binding Effect: This Declaration, and the covenants, conditions and restrictions herein contained shall be binding upon Developer, each owner and any person, firm, corporation or other legal entity now or hereafter claiming an interest in any Lot and their or its respective successors or assigns.

Section 8.07. Duration: This Declaration and the restrictions imposed hereby shall run with the Real Estate and shall be binding on all owners and all persons claiming under them for an initial period of twenty-five (25) years from the date of recordation, and shall automatically extend
for successive periods of ten (10) years each, unless prior to the expiration of the initial period of any ten (10) year period they are amended or changed.

Section 8.08. Amendments to Declaration: This Declaration may be amended or changed at any time with approval in writing by the owners of at least sixty percent (60%) of all lots herein and shall not become binding and effective until the date of recordation in the Office of the Recorder of Boone County, Indiana. Notwithstanding this provision, Sections 6.09 and 5.02(j) of this Declaration may not be amended without the approval of the Boone County Area Plan Commission and/or the Boone County Board of Zoning Appeals after a public hearing in accordance with their Rules and Regulations.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Covenants, Conditions and Restrictions to be executed on the day and in the year first above written.

OLD WORLD CUSTOM BUILDERS, INC.

By [Signature]

David J. Museck
STATE OF INDIANA  
COUNTY OF BOONE  

Before me, a Notary Public, in and for said County and State, personally appeared OLD WORLD CUSTOM BUILDERS, INC. by David J. Museck who after having been duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and notarial seal this ___ day of ___, 2000.

[Signature]
Notary Public

My Commission Expires: ___-___-___

[Signature]
County of Residence: ___

This instrument prepared by Michael J. Andreoli, DONALDSON, ANDREOLI & TRUITT, 1393 West Oak Street, Zionsville, Indiana 46077.