

RESTRICTIONS OF "WOODCREEK FARMS SUBDIVISION"

Hendricks County Development Corporation, as Owner and Developer of Woodcreek Farms Subdivision, a subdivision located within the real estate more particularly described on attached Exhibit "A", does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, their grantees, assigns, successors, legal representatives, and to any person, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. DEFINITIONS.

A. "COMMITTEE" OR "A.C.C." shall mean the Architectural Control Committee (A.C.C.) composed of John Michael Kensill, James Brian Harmon, and Brenda Lee Harmon, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined. A majority of the A.C.C. may designate a representative to act for the A.C.C. At any time after completion of the Development Period, the then-recorded owners of 90 percent of the lots shall have the power through duly recorded written instrument to change the membership of the A.C.C. or to withdraw from the A.C.C. or to restore to it any of its powers and duties. The A.C.C. may establish forms and checklists for the presentation by Owners of information for review and approval of building plans, specifications, plot plans, drainage plans, landscape plans, or other pertinent information to the Committee.

Neither the A.C.C. nor any member thereof, nor any agent thereof, shall be responsible in any way, for any defects in any plans, specifications, or other materials submitted, nor for any defects in any work done under any plans submitted to the A.C.C.. Further the A.C.C. shall not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials used by any Owner.

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B. "OWNER" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "ASSOCIATION" shall mean the Woodcreek Farms Property Owners Association as created by the Developer.

D. "DEVELOPER" shall mean Hendricks County Development Corporation or their assigns.

E. "PLAT" or "PLATS" shall mean the subdivision plat or plats for Woodcreek Farms Subdivision, the first section of which was recorded on the 9 day of JULY, 1993, as Instrument # 13884, in the Office of the Recorder of Hendricks County, Indiana.

F. "DEVELOPMENT" shall mean and refer to the residential development known as Woodcreek Farms Subdivision, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.

G. "DEVELOPMENT PERIOD" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

H. "EASEMENTS" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

I. "LOT" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.

J. "COMMON AREAS" shall mean those areas, if any, on the plat or plats marked as such or those areas other than lots. The Common Areas, if any, are hereby created and reserved solely for the common visual and aesthetic enjoyment of the Owners. These areas shall be governed by the Woodcreek Farms Property Owners Association. These areas shall be conveyed to the Association and shall be accepted by such at such time as deemed necessary by Developer.

2. ARCHITECTURAL DESIGN. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan showing the location of all structures drives, walks, natural

preservation areas and drainage, building plans, drainage plans, plot plans, and specifications have been first submitted to, and approved by, the 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 Development. It is the intent of this section that the Committee shall regulate improvements added to the Development in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among the structures and the material vegetation and topography and to determine compliance with these covenants. The Committee's approval or disapproval as required in these covenants shall be in writing. 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 approved and the provisions of this Covenant satisfied.

3. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH WOODCREEK FARMS PROPERTY OWNERS ASSOCIATION.

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Developer, being the owner of Woodcreek Farms Subdivision hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, and which shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. PURPOSES OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development.

C. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS. The original assessment pursuant to the Covenants of Woodcreek Farms Subdivision shall be in the amount of 124.⁰⁰/yr. per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Woodcreek Farms Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance, repair, upkeep, management and operation of the common areas, street lighting, entryways, parkways, and landscaping as required in the By-Laws of Woodcreek Farms Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements, Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS D AND E. The quorum required for any action authorized by Sections D and E hereof shall, be as follows: At the

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

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

H. DUTIES OF THE BOARD OF DIRECTORS. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. EFFECT OF NON-PAYMENT OF ASSESSMENT. The Personal Obligation of the Owner; The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs,

devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from that date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing, filing and pursuing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

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

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

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

L. VOTING, BOARD AND DEVELOPER. Each owner of a lot in the Development shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and

which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, John Michael Kensill and James Brian Harmon, which Initial Board shall serve until the sale of all lots in the Development or until January 1, 2000, whichever first occurs.

4. **MEMBERSHIP.** All lots and owners thereof shall belong to the Woodcreek Farms Property Owners Association and shall be governed by the By-Laws of such association.
5. **OUTBUILDING APPROVAL.** No metal outbuildings shall be permitted on any lot. All buildings must be of the same design and materials as the primary structure. The approval of the A.C.C. must be obtained before any outbuilding is erected, placed, or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.
6. **LOT USE.** No lot shall be used except for residential purposes or human habitation, and no building shall be erected, placed, or altered on any lot, other than one detached single family dwelling not to exceed two stories in height and a private garage for at least two (2) cars. Carports with open sides shall not be permitted. No garage or storage building may be constructed separate and apart from the main dwelling without the written approval of the A.C.C. No parcel of land shall be re-divided into a similar parcel.
7. **DWELLING SIZE.** No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches, garages, and basements, shall exceed Three Thousand (3,000) square feet in the case of a one-story structure, and Eighteen Hundred (1800) square feet in the case of a multiple story structure, provided no structure shall have less than an aggregate of Three Thousand Five Hundred (3,500) square feet of floor area determined by a factor of width times depth of the entire structure including covered porches.
8. **SET BACK LINES.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line, and the total side yard setback (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line unless otherwise approved by the A.C.C. , as to use, location and harmonious design. Final placement of any structure must have approval of the A.C.C.
9. **SETBACK VARIANCE.** With written approval of the A.C.C. , and where in the opinion of said A.C.C. , the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than provided by set back line, but not nearer than 25 feet to any street line.

10. NUISANCE. 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.

11. TEMPORARY STRUCTURES. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. All dwellings shall contain a garbage disposal unit.

12. NEW MATERIALS. All structures constructed or placed on any lot shall be constructed with substantially new material, and no used structure shall be relocated or placed on any such lot.

13. EXTERIOR MATERIALS. The finished exterior and colors of roof, veneer and paint/stain colors on every building constructed or placed on any lot shall be of material other than aluminum siding, rollbrick siding, or any other similar artificial material and must be approved by the A.C.C.

14. DRIVEWAYS. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.

15. BURNING. No owner of a lot shall burn or permit the burning out-of- doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at times when refuse collections are being made.

16. OUTDOOR RECEPTACLE. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the development at any time, except at times when the refuse collections are being made.

17. NO DUMPING. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage.

18. NO DRILLINGS. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. All gas and oil tanks must be concealed.

19. SIGNAGE. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder or the Developer to advertise the property during the

construction and sales period. Signs advertising property for sale, resale or rent are specifically prohibited. Violating of this sign restriction will result in \$50.00 per day liquidated damages to be collected by the Association.

20. **MAILBOXES.** The size, location, height, color, and composition of all mailboxes must be in accordance with A.C.C. standardized design for mailboxes.

21. **SIGHT LINES.** No fence, wall, hedge, or shrub planting which obstructs the sight lines at elevations between two and six feet above roadways 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 them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No driveway shall be located within 40 feet of the intersection of two street lines.

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

23. **LOT MAINTENANCE.** 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 situated thereon from becoming unsightly and, specifically, such owner shall:

- a. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- b. Remove all debris and rubbish;
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
- d. Cut down and remove unsightly dead trees;
- e. Where applicable, prevent debris and foreign material from entering drainage areas;
- f. Keep exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

g. Within one hundred eighty (180) days following completion of a house on a lot, landscape (seed, shrubbery, etc.) the lot;

h. Not store or park campers, recreational vehicles or boats of any kind on any lot outside the main dwelling or garage;

i. Locate all basketball backboards and any other fixed games and play structures behind the back foundation line of the main structure and within lot setback lines.

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

25. DRAINAGE REPAIR. It shall be the duty of every owner of every 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.

26. WATER SEWAGE SYSTEMS. All individual water supply systems and sewage disposal systems shall be constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health, the Hendricks County Health Department, and any other agency having jurisdiction.

27. FIELD TILE. Any field tile or underground drain which is encountered in the construction of any improvements within this development shall be perpetuated, and all owners of lots in the development and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

28. EROSION CONTROL. Each Owner and/or builder shall be responsible for prevention of erosion and protection of the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and by providing an erosion control plan for any areas which will be disturbed during construction.

29. WATER DISCHARGE. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the A.C.C. Under no circumstances shall the above mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the A.C.C. shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.

30. DRAINAGE PLAN. The drainage plan required to be submitted to the A.C.C. shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, the right-of-way, easements, streets, or common property.

31. NO STREET PARKING. There shall be no parking on the designated streets except when the lot owner has a social function where the invited guests will not be able to park on the owner's lot. The provision for parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.

32. OFF-STREET PARKING. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways, and no disabled vehicles shall be openly stored on any residential lot.

33. SWIMMING POOLS. No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be adequately fenced so as to protect the safety of others. Prior to erection the plans for such pool and such fence shall be presented for consideration by the A.C.C. as provided for herein.

34. YARD ELEVATIONS. Finished yard elevations for structures on lots in the Development shall be no lower than the elevations shown on the general development plan.

35. TEMPORARY CONSTRUCTION STRUCTURES. No construction vehicles, shacks, or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

36. LOT MAINTENANCE. During the construction period, the lot shall be maintained in a clean orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Materials which can blow into adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing of the trash into a dumpster provided by a trash disposal service.

37. STREET EASEMENT. The lot owner shall be responsible for removal of dirt, mud, debris, or other foreign materials of any kind which may be deposited upon the street easement from construction on the lot. If such deposits occur, then the lot owner shall make appropriate arrangements to remove such deposits within three (3) days or the A.C.C. may remove such deposits and assess the individual, offending lot owner.

38. FRONT ENTRY DOORS. All main front entry doors and sidelights on any residence shall be of a solid wood material.

39. MASONRY VENEER. All homes shall have all masonry veneer walls on all elevations of exposed walk-out basements and main floor levels. The only exception to this shall be on homes with period architecture calling for exterior siding and then all such materials shall be of the solid wood variety consisting of cedar or redwood.

40. FIREPLACE CHIMNEYS. All main fireplace chimneys shall be masonry on all sides exposed to the elements.

41. CONCRETE SIDEWALKS. Concrete sidewalks shall be installed in accord with the development plan, on all sides of the lot bordering a right-of-way within 45 days after completion of the house. The property owner shall utilize a contractor approved by the A.C.C. for the installation of such sidewalks to insure uniformity.

42. EXTERIOR WINDOWS. All exterior windows shall be constructed of wood materials. Metal windows are prohibited.

43. GARAGE INTERIOR. The interior of all garages shall be covered with finished sheetrock.

44. ROOF PITCHES. Main roof pitches shall exceed a minimum 8/12 pitch.

45. OCCUPANCY. No building or residence may be occupied until such time as it has been fully completed on the outside and a Certificate of Occupancy has been issued therefor by the County Building Commissioner.

46. **FENCING.** No fences may be erected without the express written approval of the A.C.C. excepting fences restricted to areas behind the rear foundation line of the main structure and being of a split rail or board-and-post type. No fence shall be allowed to obstruct the reasonable light, air, view of a neighbor, or to otherwise hinder or damage the aesthetics of the development. All pools shall have appropriate fencing approved by the A.C.C. to protect the health and safety of other residents.

47. **NO FIREARMS.** Hunting, trapping, or the discharging of any firearms is strictly prohibited in the Development.

48. **NO EXPOSED WASTE.** Only portable toilets shall be permitted on any lot during a period of construction, and no partial exposure of sanitary waste or other wastes shall be permitted.

49. **NO VISUALLY OBTRUSIVE OBJECTS.** No high intensity lighting, no television, radio, or other antennae, no satellite dishes, nor any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the A.C.C. It is the intent hereof to prohibit exterior antennae.

50. **LANDSCAPE IN SETBACKS.** All landscaping elements located within the setback area and/or easements per the development plan shall be maintained by the property owner and may not be changed, modified, or removed without the express written consent of the A.C.C.

51. **VIOLATIONS.** If the parties hereto, or any owner, or their heirs, or assigns, shall violate or attempt to violate, any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for the A.C.C. (or matters for which it has responsibility), the association or any other person owning any real property situated in the Development, or the Hendricks County Planning & Building Department or its successor in interest, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision, or condition, either to prevent the violator or attempted violator from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing party shall have the right to recover legal expenses, including reasonable attorney's fees.

52. **BINDING.** These restrictions are hereby declared to be covenants running 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 time said covenants shall be

automatically extended for successive periods of ten years, unless at any time after 15 years following the date of recondition, an instrument signed by a three quarters majority of the then owners of the lots has been recorded agreeing to change said covenant in whole or in part.

53. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

54. Waiver. Sections 5, 7, 14, 19, 20, 21, 33, 38, 39, 40, 41, 44, and 50 are hereby waived for Lot Number One due to its geographical location.

55. Developer Waiver. Until all lots are sold, or until January 1, 2000, whichever occurs first, Developer shall have the right to Waive in regard to any lot or lots, any restriction or provision herein without waiving said restriction or provision as to any other lots whether previously sold or still owned by Developer.

In witness whereof Hendricks County Development Corporation has caused these Restrictions to be signed this 27 day of JULY, 1993.

HENDRICKS COUNTY DEVELOPMENT CORPORATION

BY: _____

James B. Harmon, Pres.

STATE OF INDIANA)
COUNTY OF HENDRICKS)

Subscribed before me, the undersigned Notary Public, personally appeared Jim B. Harmon and acknowledged the execution of the above and foregoing to be their voluntary act and deed this 28th day of July, 1993.

Julie L. Malone
Notary Public

My Commission Expires:

5-31-96

This Instrument prepared by Charles E. Hostetter, Attorney at Law.