

DECLARATION OF COVENANTS FOR  
THE FRONT NINE

This Declaration of Covenants made this 21<sup>st</sup> day of April, 1993, by Front Nine Development, Inc., an Indiana Corporation, hereinafter sometimes called the "Declarant".

1. Real Estate. The Declarant hereby declares that the real estate (hereinafter the "real estate") described in Exhibit A shall be held, conveyed, sold, leased, used and occupied subject to this Declaration of Covenants.

2. Use. The real estate shall be developed for residential use.

3. The Pointe Service Association. The real estate is a part of the real estate described in the Declaration of Covenants, Conditions and Restrictions recorded in Book 88 at pages 75 through 95 in the office of the Recorder of Monroe County, Indiana, which covenants, conditions and restrictions are incorporated herein.

4. Association of Owners. The Declarant intends to form an association of owners to be known as the Front Nine Owners Association, Inc., an Indiana not-for-profit corporation. The owner of each lot in the Front Nine shall be a member of the association of owners subject to the Articles of Incorporation, By-Laws and Rules and Regulations adopted by the Board of Directors of the Association. Declarant shall designate the incorporator for the Association and the initial board of directors for the Association who shall serve until the first regular meeting of the Association.

5. Powers of the Association. The Association, acting through its Board of Directors, will be empowered to adopt rules and regulations to provide for the maintenance, preservation and use of common areas and facilities and to provide common services for the benefit of all members and the real estate. Services to be provided by the Association may include, but are not limited to, the following: (a) contracting for lawn maintenance and trash removal; (b) contracting for maintenance of the common road system throughout the Front Nine; (c) ownership, maintenance and use of the swimming pool, tennis courts or other recreational facilities; (d) ownership of such common areas as may be conveyed to the Association by Declarant; (e) grant of easements for ingress and egress, drainage, or utility services over, across, or through the common areas; (f) appointment of an architectural control committee with authority to control construction and landscaping activities on each lot after completion of original construction.

6. Assessments. The Association, acting through its Board of Directors, shall be empowered to adopt a budget to cover the expenses of operating the Association and performing the services and obligations of the Association. The By-Laws of the Association shall provide for assessment of the members as required to meet the budget and financial obligations of the Association. At the discretion of the board of directors, the assessment may include funds designated to fund capital improvements or repairs or a capital reserve account. Members are subject to assessments for each lot owned. Delinquent assessments are a lien on the lot, subject to collection by lien foreclosure. Undeveloped lots are subject to partial assessment, for the reasonable cost of maintaining such lots in a slightly manner. Developed lots shall be assessed equally; undeveloped lots shall be assessed partial assessments equally.

7. Restrictions. The Front Nine, a subdivision, is intended to be a residential community of owners or long term occupants. No lot, or the improvements thereon, shall be leased for occupancy for a period of time shorter than 30 days. On-street parking for roads and streets within The Front nine is prohibited.

8. Occupancy Permit. No residential structure shall be occupied prior to the issuance of an occupancy permit by the appropriate county or state agency.

9. Mortgagee Qualifications. Declarant reserves the right to amend this declaration at any time as may reasonably be necessary to meet the requirements of the Federal Housing Authority, the Veterans Administration, or other federally insured or secondary mortgage markets. Any amendments to this declaration provided by this paragraph shall not affect or alter a member's rights of use, occupancy or possession of a lot or shall it alter a member's assessment by the Association.

10. Declarant's Reserved Rights. Declarant reserves the right, in its sole discretion, to deed common areas to Association. Declarant's rights, at its option, may be assigned to the Association.

11. Term. This Declaration of Covenants shall exist and shall be a burden upon the real estate for a period of twenty (20) years from the date of recording hereof and shall renew automatically for successive periods of ten (10) years. After the initial twenty (20) year term, the members of the Association, in accordance with the By-Laws of the Association, may, by concurring vote of at least eighty percent (80%) of the members authorized to vote, may terminate this Declaration of Covenants prior to any renewal date.

12. Binding Effect. These covenants shall run with the land and shall bind the owners of lots in the Front Nine, their successors, heirs and assigns.

FRONT NINE DEVELOPMENT, INC.

By Jane T. M. Daniels  
President

Attest:

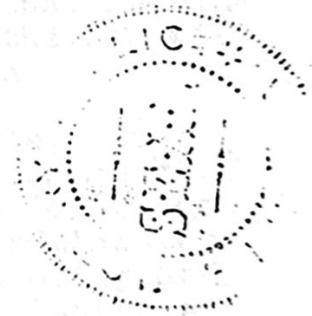
[Signature]

STATE OF INDIANA  
SS:  
COUNTY OF MONROE

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, this 31<sup>st</sup> day of June, 1993, the above named \_\_\_\_\_ and \_\_\_\_\_ and acknowledged the execution of the foregoing Declaration of Covenants for The Front Nine to be their true and correct act and deed. WITNESS my hand and notarial seal.

Dawn E Woods  
Notary Public residing in  
Yamance County  
Dawn E Woods  
Printed Name

My Commission expires:  
EXPIRES 3-3-98



This Instrument Prepared By  
Michael L. Carmin, Attorney at Law  
COTNER, ANDREWS, MANN & CHAPMAN  
528 North Walnut Street, PO Box 2478  
Bloomington IN 47402-2478

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

Earl Swartz  
RECORDER MONROE CO., IND.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23<sup>rd</sup> day of October, A.D., 1974, by CASLON DEVELOPMENT COMPANY, an Indiana partnership, composed of LAKE MONROE CORPORATION; INDUN REALTY, INC., and REYNWOOD DEVELOPMENT CORPORATION, hereinafter sometimes called "the Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities and a central road system for the Property; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions, establishing a procedure for assessing its members, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) The Pointe Service Association, Inc., as a non-profit corporation without capital stock under the General Laws of the State of Indiana for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:



ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to The Pointe Service Association, Inc., and its successors or assigns.

(b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Unit" shall mean and refer to an "apartment" or "condominium unit" within a Regime within the Property.

(d) "Lot" shall mean and refer to a parcel of subdivided land within the Project conveyed in fee simple, or a Unit.

(e) " Dwelling" shall mean and refer to a single family residence within the project, whether erected on a Lot conveyed in fee simple, or a Unit.

(f) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and all facilities and real property leased by the Association or wherein the Association has acquired rights by means of contract or this Declaration.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit or Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(h) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(i) "Developer" shall mean and refer to the Declarant, Caslon Development Company, and its successors.

(j) "Exterior" shall mean and refer to all exterior surfaces of dwelling units, excepting the glass portions of windows and doors.

(k) "Regime" or "Regimes" shall mean and refer to one or several of the horizontal property or condominium regimes located within the boundaries of the property subject to this Declaration or property subsequently annexed as provided herein.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Monroe, State of Indiana, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, these covenants and restrictions may be imposed on additional property by the Declarant without the assent of the Class A members of the Association. Thereafter, these covenants and restrictions may be imposed on additional property only with the consent of two-thirds (2/3) of the Class A members of the Association, and the declarant for purposes of filing the required Supplementary Declaration shall be the Association. Any additional property so subject to these covenants and restrictions, however, must be adjacent to or in the immediate vicinity of the above-described property.

The imposition of these covenants and restrictions to additional property made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Monroe County, Indiana, which Supplementary Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such property. Such Supplementary Declaration may contain such complimentary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such property.

Section 3. Title to Common Areas. The Declarant will convey, and reserves the right to convey, at such time as it in its sole discretion deems appropriate, the title to the roads, common green areas and other areas which are for the use and benefit of all Owners of Units and lots within Declarant's planned unit development known as "The Pointe", such conveyances to be subject to any mortgages for improvements to such common areas, parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and public utilities, and to perpetual nonexclusive easements for ingress to and egress from any other property owned by Declarant, its invitees, licensees, successors and assigns. In addition, Developer reserves the right, but is not obligated, to convey, such recreational facilities and other amenities as it deems desirable and the Association agrees to accept a conveyance of the same. Any conveyances hereinabove described may be conveyances of fee simple title, or any lesser interest therein as Declarant deems, in its sole discretion, appropriate.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Unit or Lot which is or becomes subject by covenants of record to assessment by the Association shall automatically be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Unit or Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Unit then the vote for the membership appurtenant to such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit or Lot.

(b) There shall be 1500 Class B memberships in the Association which shall be issued to the Declarant or its nominee or nominees as provided for in the Declaration. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 1500; or
- (ii) on January 1, 1990; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right of enjoyment in and to the Common Areas and Community Facilities and such right shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. In the event of a default

and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees to the members of the Association and their guests for the use of any recreational facility situated upon the Common Areas or leased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to perform delegated responsibilities of the Regimes; and

(f) The right of the Association to suspend the voting rights and the rights of use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration; and

(h) The rights of the Fee owners of Units or Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Units that may overhang said Common Areas or Community Facilities, and for necessary pedestrian ingress and egress to and from any such Unit or Lot over said Common Area and Community Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in paragraph (h) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

#### ARTICLE V

Section 1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner of a Unit or a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed



to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit or Lot against which such 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, group of persons or entity who was the Owner of such Unit or Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and Community Facilities and for the performance of delegated duties of the Regimes from time to time accepted by the Association, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof.

Section 3. Annual Assessments. The total estimated annual assessment of the Association shall be determined annually by the Board of Directors based upon the projected budget of the Association for the ensuing year. After determination of the total Association assessment, the portion thereof payable by each Class A Member shall be determined by (i) the proportion which the square footage of the Class A Member's Unit, as used to determine his percentage interest in Common Areas within his condominium regime, or the square footage of a Dwelling Unit constructed on a Lot, bears to the total square footage of all Units, and Dwelling Units constructed on Lots owned by Class A Members on the date the assessment is determined, or (ii) such other fair and equitable method of allocation as may be determined from time to time by the Board of Directors. Any person, firm or entity becoming a Class A Member of the Association after the determination by the Board of Directors of the Unit assessments for the year in which he becomes a Member shall pay an assessment with respect to his Unit or Lot equal to the assessment paid by other Class A Members owning Units or Lots with the same square footage, or, if no other Class A Members owns a Unit or Lot of equal square footage, the assessment for the Unit or Lot shall be equal to the assessment paid by other Class A Members owning Units or Lots the square footage of which is nearest to the square footage of the new

Member's Unit or Lot. Provided, however, that the maximum assessment for each Unit or Lot shall not exceed Thirty Dollars (\$30.00) per month, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Annual Assessment.

(a) From and after July 1, 1976, in any event, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, not more than fifteen percent (15%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided in Section 3 of the Article.

(b) From and after July 1, 1976, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as herein-after provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year 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 a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be apportioned to each Unit or Lot in the manner provided under Section 3.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the date of recordation of this Declaration. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Unit for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall not be required to pay an annual assessment for any Unit in which it has the interest otherwise required for Class A membership; provided, however, that for so long as Declarant holds Class B memberships, Declarant shall pay any operating deficits suffered by the Association in excess of the budget for that year. The foregoing shall not apply to any Unit which is completed and held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

## ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the the delinquency date, the assessment shall bear interest at the rate of six per centum (6%) per annum, and the Association may bring an action at law against the Owner personally obligated



to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the State of Indiana), in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit.

Section 2. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Unit subject to assessment, 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 Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. In addition, said lien shall be subordinate to the lien securing the applicable Regime for unpaid common expense assessments. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

#### ARTICLE VII

Section 1. Services for Regimes. In addition to maintenance upon the Common Areas and Community Facilities and the central road system, as aforesaid, the association may provide such services as are from time to time agreed upon with a Regime or Regimes; including but not limited to exterior maintenance, grounds maintenance, management and accounting services.

Section 2. Access at Reasonable Times. For the purpose solely of performing the required maintenance authorized by this Article, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

#### ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure shall be erected, placed, altered, or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans specifications, exterior color and finish, plot plans (showing the pro-



posed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon The Property without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as hereinafter provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house

trailer, boat or the like, shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of four (4) inches in diameter two (2) feet above the ground shall be removed from any portion of the property without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other out-building shall be used on any portion of the property at any time.

(i) Except for entrance signs, directional signs, community "theme areas" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Unit situate upon The Property, provided, however, if specifically permitted by a written regulation adopted by the Board of Directors.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Unit or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

#### ARTICLE IX

Section 1. Residential Use. All Units shall be used for private residential purposes exclusively.

#### ARTICLE X

Section 1. Easements. All portions of the Property shall be subject to easements for the construction, installation, operation and maintenance of flues, ducts, pipes, wires, conduits or the like such as are from time to time necessary, required or convenient for providing services to the Units.

Section 2. Grant of Easements. The Association by action of its Board of Directors is hereby specifically authorized and empowered to grant in, on, upon and across any portion of the Property such rights of way or easements as may reasonably from time to time be required to serve any Regime or the Units therein, and shall, upon request in writing of Declarant grant such rights of way or easements provided such grant does not permanently and significantly restrict or deny the rights of any Unit Owner.

#### ARTICLE XI

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, and except as provided in Section 7 of this Article XI, the covenants and res-



Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Units has been recorded, agreeing to change or revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created. Any objections based upon failure to receive notice of the proposed agreement must be raised during the three year period following recordation.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Unit any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Provided, however, that the failure of any deed to so incorporate by reference shall not effect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.



Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority or utility.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Amendment. So long as there are any Class B members of the Association, but not after January 1, 1981, this Declaration may be amended without the consent of the Class A members by filing for record among the land records of Monroe County, Indiana, of an Amendment to Declaration signed by the Declarant and setting forth the amendment to this Declaration. Thereafter, this Declaration may be amended upon the approval of the Owners of sixty-six and two thirds percent (66 2/3%) of the Units.


IN WITNESS WHEREOF, the said CASLON DEVELOPMENT COMPANY, an Indiana partnership, has on the 23<sup>rd</sup> day of October, 1974, caused these presents to be executed by the undersigned, as the act and deed of CASLON DEVELOPMENT COMPANY.

CASLON DEVELOPMENT COMPANY

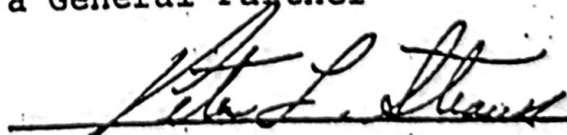
By: LAKE MONROE CORPORATION, a General Partner

By:   
LeBrun N. Smith, President

By: INDUN REALTY, INC., a General Partner

By:   
THOMAS S. ROE, JR. SR. VICE PRESIDENT

By: REYNWOOD DEVELOPMENT CORPORATION, a General Partner

By:   
PETER L. STRAUSS

