

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COUNTRY WALK  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN THE TOWN OF BROWNSBURG, HENDRICKS COUNTY, INDIANA

The undersigned, COUNTRY WALK PARTNERS, (sometimes referred to herein as "Owner" or "Developer"), as Owner and Developer of the land described in Exhibit A attached, to be known as COUNTRY WALK - Section 1 ("Country Walk"), and for the benefit of all present and future owners of any lot or lots in, or occupants of, Country Walk - Section 1, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions

All lots in this development and all present and future owners or occupants thereof shall be subject to the following use restrictions, which shall run with the land:

1.01. The common areas and any other open space lying within the plat of Section 1 of Country Walk, exclusive of the numbered lots, are reserved for enhancement of the appearance of Country Walk or such other use as may be indicated on the plat or as may be determined from time to time by the Architectural Control Committee established pursuant to Article 3 hereof (hereinafter referred to as the "Architectural Control Committee") or by a majority of the lot owners in Country Walk. No lot owner or any other person shall use or modify the appearance of such common areas or other open space in any manner other than that shown on the plat or as approved in writing by the Architectural Control Committee, or as approved by a majority of the lot owners.

1.02. The numbered lots located within said Country Walk, Section 1, shall be used for detached single-family dwellings in accordance with the present zoning of Country Walk by the Town of Brownsburg, Hendricks County, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of Brownsburg without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.03. Single-family dwellings shall have a minimum of 1,200 square feet of living area with a minimum of 600 square feet on the first floor of a two-story dwelling, exclusive of basements, garages, open porches, and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hard-surfaced with concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.04. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said development, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said development, nor shall anything be done thereon which may be or become an annoyance or nuisance in said development.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said development. No dwelling erected in said development shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.04 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type which shall be removed and stored when not in use and shall be permitted in the rear yard only.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said development shall be used for any purpose other than that of a lawn; provided, however, this restriction shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintenance of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of any lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said development.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire development, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement or modify the landscaping features within any landscape easement area without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such lot be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and any state or local governmental authority having jurisdiction and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Town of Brownsburg or the Architectural Control Committee. Lot owners must maintain any drainage swales located on their lot as a sodded grassway, or other non-eroding surface at the elevations designated on the drainage plan for the development. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works of the Town of Brownsburg, Indiana or the Architectural Control Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

#### Article 2. Lake Covenants and Restrictions

2.01. The areas marked Common Area and/or Drainage Easement, as shown on the plat of Country Walk, Section 1, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake (hereinafter referred to as "the lake"). Any such storm water detention (lake) area may extend into areas not included in Country Walk, Section 1.

2.02 The storm detention discharge from any lake within Country Walk has been accepted into the Nash-Truckness/Wilson Lateral legal drain system by the Hendricks County Drainage Board. UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE, THIS BOARD HAS ESTABLISHED A MAINTENANCE FUND ASSESSMENT WHICH SHALL BE \$50 PER YEAR FOR EACH NUMBERED LOT WITHIN THE COUNTRY WALK SUBDIVISION.

2.03. No owner of any lot in Country Walk shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Country Walk.

2.04. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.05. The Architectural Control Committee may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, and provided further that such rules are reasonably established to protect the safety and welfare of the residents of Country Walk and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.06. The Architectural Control Committee or the Town of Brownsburg or any owner of a lot in Country Walk shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of this Declaration of Covenants, Conditions and Restrictions, or the

provisions of the Plat for Section 1 of Country Walk, or any rules and regulations regarding the use and maintenance of the lake and related drainage and utility easement areas in Country Walk, Section 1 that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

**Article 3. Architectural Control Committee**

An Architectural Control Committee is established hereby to carry out the functions set forth for it in this Declaration of Covenants, Conditions and Restrictions.

3.01. The Architectural Control Committee shall be composed of three (3) members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said development.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said development and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the developer intends to develop said development as an architecturally harmonious, artistic and desirable residential development, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said development as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the

submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval, whenever required herein shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. The Architectural Control Committee, in addition to these remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or its successors and assigns determines to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or its successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the development, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this development as a desirable development.

3.08. The Architectural Control Committee, its agents, employees and subcontractors, shall have the right to enter onto any any D.U.&S.E. (Drainage, Utility and Sewer Easement) area, any common area, open space not located within a numbered lot, public rights-of-way and landscape easement areas shown on the plat of Section 1 of Country Walk from time to time as it deems necessary for maintenance purposes. The Architectural Control Committee may also provide services such as weekly trash collection and snow removal to the lots in Section 1 of Country Walk if such services are not adequately provided by the appropriate municipal government.

3.09. The Architectural Control Committee shall have the power to expend its funds as needed to carry out its responsibilities as provided in paragraph 3.09 above and elsewhere herein. In order to provide such funds the Architectural Control Committee is hereby empowered to levy, assess and collect from each and every lot owner in said Country Walk, Section 1, except the Developer, such sums as may be approved by not less than

seventy-five percent (75%) of the lot owners in said Country Walk, Section 1, other than the Developer. In any vote taken on the matter of levies or assessments, only one vote per lot shall be allowed. All amounts assessed or levied with the approval of seventy-five percent (75%) of the lot owners shall become a lien on each lot. Any levies or assessments so approved by the above procedure may be applied to lots owned by the Developer only with the written consent of the Developer.

In the event any amount assessed or levied pursuant to the provisions of this paragraph is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Handricks County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the arrearage provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as by law provided of such arrearage as to the payments which become due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. Any and all of the rights, powers, duties and obligations which in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred at any time as the Architectural Control Committee, in its sole discretion shall determine, provided such assignment or transfer is made to an association or not-for-profit corporation in which all the owners of the lots in said Country Walk, Section 1 have the right to vote, on a one vote per lot basis, on all matters pertaining to the ownership and operation of such association or not-for-profit corporation including the election of its directors or controlling board, and provided further that the sole purpose of such association or not-for-profit corporation is to serve the interests of the lot owners in said Country Walk, Section 1 pursuant hereto, together with the interests of the lot owners in any other section of Country Walk development whose Architectural Control Committee has elected to assign or transfer its rights, powers, duties and obligations to such association or not-for-profit corporation. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee, and all lot owners in said Country Walk, Section 1 shall thereupon become voting members of such association or corporation in accordance with the provisions of its Articles and By-Laws. Concurrently with such assignment or transfer, said

Architectural Control Committee shall be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee.

Article 4. Other Conditions.

4.01. The Covenants, Conditions and Restrictions set forth herein shall be taken to be real covenants, conditions and restrictions running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said development, and their heirs, executors, administrators, successors and assigns until December 31, 2014, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the provisions hereof while the same are in force shall be sufficient reason for any other person or persons owning any lot in said development to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions hereof and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other fees for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said development shall be made subject to these Covenants, Conditions and Restrictions.

4.04. It is expressly agreed that if any covenant, condition or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of any provisions hereof shall be the financial responsibility of the lot found to be in violation and assessed against said lot.

4.06. The Architectural Control Committee established hereunder shall not transfer or assign its rights, powers, duties and obligations pursuant to paragraph 3.11 hereof to any corporation or association unless all the members of said corporation or association are lot owners in at least one of the sections of Country Walk development, and the Articles of Association and/or By-Laws of said corporation or association provide that on all matters requiring a vote of the members, such voting will be held on a one vote per lot basis.

4.07. ANY CORPORATION OR ASSOCIATION WHICH BECOMES THE TRANSFEREE OR ASSIGNEE OF THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE ESTABLISHED PURSUANT TO ARTICLE 3 HEREOF SHALL, IN ORDER TO FUND ITS OBLIGATIONS, HAVE THE ADDITIONAL RIGHT TO LEVY, ASSESS AND COLLECT, WITHOUT A VOTE OF THE LOT OWNERS, AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) PER YEAR FROM EACH AND EVERY LOT OWNER IN SAID COUNTRY WALK, SECTION 1, provided a majority of the members of the Board of Directors of said corporation or association is composed of owner



occupants of Country Walk development, and provided further a like amount is levied, assessed and collected from each and every lot owner in every other section of Country Walk development from which said corporation or association has received and accepted an assignment and transfer of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to the Declaration of Covenants, Conditions and Restrictions for that section. The aforesaid levy or assessment limit of one hundred twenty-five dollars (\$125.00) per year shall be increased, without a vote of the lot owners, in proportion to any increase from the base period of January 1994 in the Consumer Price Index for the United States as prepared by the U.S. Bureau of Labor Statistics. All levies and assessments made pursuant to this paragraph shall become a lien on each lot and if not paid when due shall be subject to the collection procedures and limitations set forth in paragraph 3.09 hereof.

Any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to Article 3 hereof shall use the levy and assessment power set forth in this paragraph as its primary source of funds and shall not utilize the provisions of paragraph 3.09 as a means of levy or assessment unless the funds available from the levy and assessment power set forth in this paragraph are insufficient to fund the corporation or association annual budget and not less than seventy-five (75%) of the lot owners who are voting members of said corporation or association, voting on a one vote per lot basis, have approved the additional levy or assessment needed to fund the budget.

4.08. Neither the Architectural Control Committee nor any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee shall levy or assess any sums hereunder until an annual budget showing the various items of expense anticipated for the ensuing year for which the proposed levy or assessment funds are to be used has been prepared and submitted to all affected lot owners in Country Walk development and such lot owners have approved said annual budget either in accordance with the voting requirements of paragraph 3.10 hereinabove or the voting requirements of the Articles of Incorporation and/or By-Laws of said corporation or association provided, however, that any vote of the lot owners regarding any proposed annual budget shall be held no earlier than ten (10) days after effective delivery of a copy of the proposed annual budget to each affected lot owner in Country Walk development.

4.09. Wherever in the drawings and documents recorded as the plat of Country Walk, Section 1, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

4.10. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

4.11 Until such time as the powers and duties of the Architectural Control Committee established pursuant to Article 3 hereof have been assigned to an association or not-for-profit corporation as provided in paragraph 3.10 hereof or, if earlier, at such time as a majority of the members of said Architectural Control Committee have been appointed by the owners of a majority of the lots in said Country Walk development pursuant to the provisions of paragraph 3.02 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the subdivision, consents to this reserved right.

IN WITNESS WHEREOF, the said Country Walk Partners, an Indiana partnership, has caused this instrument to be executed by Republic Development Corporation, an Ohio corporation, its general partner, this 22<sup>nd</sup> day of August, 1994.

Signed, Acknowledged and  
Delivered in the Presence of:

COUNTRY WALK PARTNERS,  
an Indiana General Partnership  
By: REPUBLIC DEVELOPMENT CORPORATION,  
an Ohio Corporation, managing general  
partner

Cheryl L. Muller  
Eugene T. Carter

By: Richard L. Arnos  
Richard L. Arnos, Vice President

STATE OF OHIO )  
 ) SS  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 1994, by Richard L. Arnos, Vice President of Republic Development Corporation, an Ohio corporation, managing general partner of Country Walk Partners, an Indiana partnership, on behalf of said partnership.

Cheryl L. Muller  
Notary Public

This instrument prepared by:  
Republic Development Corporation  
3150 Republic Blvd. N., Suite 2  
Toledo, Ohio 43615

ENTERED FOR RECORD

CHERYL L. MULLER  
Notary Public, State of OHIO  
My Commission Expires 3-13-97

OCT 18 1994  
144-30  
144-38  
HENDRICKS COUNTY RECORDER

**ADDENDUM  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COUNTRY WALK, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN THE  
TOWN OF BROWNSBURG, HENDRICKS COUNTY, INDIANA**

The undersigned, Country Walk Partners, prepared the Declaration of Covenants, Conditions and Restrictions for Country Walk, Section 1 and Section 2, a single family residential development in the Town of Brownsburg, Hendricks County, Indiana and recorded in Book 144, pages 124-133 and Book 149, pages 99-111, respectively, in the office of the recorder of Hendricks County, Indiana.

The reference to paragraph 3.11 in paragraph 4.06 of said Declarations of Covenants, Conditions and Restrictions is a typographical error and is hereby amended to read paragraph 3.10.

In Witness Whereof, the said Country Walk Partners, an Indiana partnership, has caused this instrument to be executed by Republic Development Corporation, an Ohio corporation, its general partner, this 22nd day of January, 1996.

Signed, Acknowledged and  
Delivered in the Presence of:

Cheryl L. Miller  
Joy Bradley

Country Walk Partners,  
an Indiana General Partnership  
By: Republic Development Corporation,  
an Ohio corporation, managing general  
partner

By: Richard L. Arnos  
Richard L. Arnos, Vice President

State of Ohio )  
                          )SS  
County of Lucas )

9600002022  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 01-31-1996 At 11:04 am.  
AMCO 11.00  
Vol. 151 Page 844

The foregoing instrument was acknowledged before me this 22nd day of January, 1996 by Richard L. Arnos, Vice President of Republic Development Corporation, an Ohio corporation, managing general partner of Country Walk partners, an Indiana partnership, on behalf of said partnership.

Cheryl L. Miller  
Notary Public



**CHERYL L. MILLER**  
Notary Public, State of Ohio  
Commission Expires 3-13-99

This instrument prepared by:  
Republic Development Corporation  
3150 Republic Blvd., N., Suite 3  
Toledo, OH 43615

16245

**ADDENDUM  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COUNTRY WALK, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN THE  
TOWN OF BROWNSBURG, HENDRICKS COUNTY, INDIANA**

The undersigned, Country Walk Partners, prepared the Declaration of Covenants, Conditions and Restrictions for Country Walk, a single family residential development in the Town of Brownsburg, Hendricks County, Indiana and recorded in Book 144, pages 124-133 in the office of the recorder of Hendricks County, Indiana.

EXHIBIT "A" (see attached) was inadvertently omitted from said recorded document and does now and henceforth become a part of Declaration as the same was designated and intended.

In Witness Whereof, the said Country Walk Partners, an Indiana partnership, has caused this instrument to be executed by Republic Development Corporation, an Ohio corporation, its general partner, this 19<sup>th</sup> day of September, 1995.

Signed, Acknowledged and  
Delivered in the Presence of:

Country Walk Partners,  
an Indiana General Partnership  
By: Republic Development Corporation,  
an Ohio corporation, managing general  
partner

*Cheryl L. Miller*  
*Beverly A. Miller*

By: *Richard L. Arnos*  
Richard L. Arnos, Vice President

**ENTERED FOR RECORD**

State of )  
                  )SS  
County of )

SEP 22 1995 At 12:30  
149 BOOK 149 Page 705-706  
*Jay Bralley*

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 1995 by Richard L. Arnos, Vice President of Republic Development Corporation, an Ohio corporation, managing general partner of Country Walk partners, an Indiana partnership, on behalf of said partnership.

*Cheryl L. Miller*  
Notary Public



**CHERYL L. MILLER**  
Notary Public, State of Ohio  
Commission Expires 3-13-99

This instrument prepared by:  
Republic Development Corporation  
3150 Republic Blvd., N., Suite 3  
Toledo, OH 43615

**BOOK 149 PAGE 705**

John V. Schneider, P.E., L.S.  
President

Stephen M. Cooper, L.S.  
Vice President of Operations

Ken J. Maschlag  
Controller-Treasurer

Vincent J. Schneider, P.E., L.S.  
1917-1990



## SCHNEIDER ENGINEERING CORPORATION

Civil Engineers • Land Surveyors • Land Planners

Gary R. Kent, L.S.  
Edward D. Olaszinski, L.S.  
James M. Mulryan, L.S.  
Richard G. Rayback, L.S.  
Paul C. Claire, P.E.  
Duane A. Shaver, P.E.  
Wesley L. Day, L.S.  
Richard A. Henderson, P.E.  
James C. Hart, P.E.  
Evan J. Evans, L.S.  
J. Curt Crosby, P.E.  
Fred I. Krebs, P.E.  
Dannie L. Smith, P.E.  
David G. Pearson, P.E.  
T.A. Kallio, C.P.O.

### EXHIBIT "A"

#### Land Description Country Walk Section 1

Part of the East Half of the Northeast Quarter of Section 14, Township 16 North, Range 1 East in Lincoln Township, Hendricks County, Indiana, being more particularly described as follows, to-wit:

Commencing at a copperweld monument in concrete marking the Northeast corner of the said Half Quarter Section; thence South 00 degrees 00 minutes 00 seconds West (Assumed Bearing) along the East line of said Half Quarter Section a distance of 200.00 feet to a railroad spike marking the BEGINNING POINT; thence continue South 00 degrees 00 minutes 00 seconds West along said East line a distance of 730.08 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 180.00 feet; thence South 78 degrees 41 minutes 24 seconds West a distance of 50.99 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 95.00 feet; thence South 30 degrees 33 minutes 37 seconds West a distance of 185.40 feet; thence North 52 degrees 00 minutes 00 seconds West a distance of 138.79 feet; thence South 38 degrees 00 minutes 00 seconds West a distance of 46.99 feet; thence North 52 degrees 00 minutes 00 seconds West a distance of 150.00 feet; thence South 88 degrees 18 minutes 54 seconds West a distance of 108.69 feet to the East Line of a tract of land described in Deed Record 250, page 560 in the Office of the Recorder of Hendricks County, Indiana; thence North 00 degrees 06 minutes 54 seconds West along the said East Line a distance of 753.62 feet to a 5/8" rebar and cap marked "Schneider Eng. Corp. Firm #0001" on the South right of way line of Tilden Road; thence North 89 degrees 22 minutes 42 seconds East along said South right-of-way line a distance of 785.97 feet to the BEGINNING POINT. Containing 13.972 acres more or less.



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COUNTRY WALK  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN THE TOWN OF BROWNSBURG, HENDRICKS COUNTY, INDIANA**

The undersigned, **COUNTRY WALK PARTNERS**, (sometimes referred to herein as "Owner" or "Developer"), as Owner and Developer of the land described in Exhibit A attached, to be known as **COUNTRY WALK - Section 2 ("Country Walk")**, and for the benefit of all present and future owners of any lot or lots in, or occupants of, **Country Walk - Section 2**, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

**Article 1. Use Restrictions**

All lots in this development and all present and future owners or occupants thereof shall be subject to the following use restrictions, which shall run with the land:

1.01. The common areas and any other open space lying within the plat of Section 2 of Country Walk, exclusive of the numbered lots, are reserved for enhancement of the appearance of Country Walk or such other use as may be indicated on the plat or as may be determined from time to time by the Architectural Control Committee established pursuant to Article 3 hereof (hereinafter referred to as the "Architectural Control Committee") or by a majority of the lot owners in Country Walk. No lot owner or any other person shall use or modify the appearance of such common areas or other open space in any manner other than that shown on the plat or as approved in writing by the Architectural Control Committee, or as approved by a majority of the lot owners.

1.02. The numbered lots located within said Country Walk, Section 2, shall be used for detached single-family dwellings in accordance with the present zoning of Country Walk by the Town of Brownsburg, Hendricks County, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of Brownsburg without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.03. Single-family dwellings shall have a minimum of 1,200 square feet of living area with a minimum of 600 square feet on the first floor of a two-story dwelling, exclusive of basements, garages, open porches, and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hard-surfaced with concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.04. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said development, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee. Owners of lots numbered 45, 46 and 47 shall be specifically permitted to construct a shadow box fence along the rear property line provided such fence shall be submitted to and approved by the Architectural Control Committee.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns; during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said development, nor shall anything be done thereon which may be or become an annoyance or nuisance in said development.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said development. No dwelling erected in said development shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.04 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type which shall be removed and stored when not in use and shall be permitted in the rear yard only.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that

during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said development shall be used for any purpose other than that of a lawn; provided, however, this restriction shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintenance of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of any lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No towers of any description or satellite dish will be permitted on any Building Lot without the review and approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire development, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.



1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement or modify the landscaping features within any landscape easement area without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such lot be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and any state or local governmental authority having jurisdiction and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Town of Brownsburg or the Architectural Control Committee. Lot owners must maintain any drainage swales located on their lot as a sodded grassway, or other non-eroding surface at the elevations designated on the drainage plan for the development. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public

Works of the Town of Brownsburg, Indiana or the Architectural Control Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

## **Article 2. Lake Covenants and Restrictions**

2.01. The areas marked Common Area and/or Drainage Easement, as shown on the plat of Country Walk, Section 2, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake (hereinafter referred to as "the lake"). Any such storm water detention (lake) area may extend into areas not included in Country Walk, Section 2.

2.02 The storm detention discharge from any lake within Country Walk has been accepted into the Nash-Truckness/Wilson Lateral legal drain system by the Hendricks County Drainage Board. UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE, THIS BOARD HAS ESTABLISHED A MAINTENANCE FUND ASSESSMENT WHICH SHALL BE \$50 PER YEAR FOR EACH NUMBERED LOT WITHIN THE COUNTRY WALK SUBDIVISION.

2.03. No owner of any lot in Country Walk shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Country Walk.

2.04. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.05. The Architectural Control Committee may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, and provided further that such rules are reasonably established to protect the safety and welfare of the residents of Country Walk and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.06. The Architectural Control Committee or the Town of Brownsburg or any owner of a lot in Country Walk shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of this Declaration of Covenants, Conditions and Restrictions, or the provisions of the Plat for Section 2 of Country Walk, or any rules and regulations regarding the use and maintenance of the

lake and related drainage and utility easement areas in Country Walk, Section 2 that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

### Article 3. Architectural Control Committee

An Architectural Control Committee is established hereby to carry out the functions set forth for it in this Declaration of Covenants, Conditions and Restrictions.

3.01. The Architectural Control Committee shall be composed of three (3) members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said development.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said development and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the developer intends to develop said development as an architecturally harmonious, artistic and desirable residential development, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said development as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer,

or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval, whenever required herein shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or its successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or its successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the development, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this development as a desirable development.

3.08. The Architectural Control Committee, its agents, employees and subcontractors, shall have the right to enter onto any any D.U.&S.E. (Drainage, Utility and Sewer Easement) area, any common area, open space not located within a numbered lot, public rights-of-way and landscape easement areas shown on the plat of Section 2 of Country Walk from time to time as it deems necessary for maintenance purposes. The Architectural Control Committee may also provide services such as

weekly trash collection and snow removal to the lots in Section 2 of Country Walk if such services are not adequately provided by the appropriate municipal government.

3.09. The Architectural Control Committee shall have the power to expend its funds as needed to carry out its responsibilities as provided in paragraph 3.09 above and elsewhere herein. In order to provide such funds the Architectural Control Committee is hereby empowered to levy, assess and collect from each and every lot owner in said Country Walk, Section 2, except the Developer, such sums as may be approved by not less than seventy-five percent (75%) of the lot owners in said Country Walk, Section 2, other than the Developer. In any vote taken on the matter of levies or assessments, only one vote per lot shall be allowed. All amounts assessed or levied with the approval of seventy-five percent (75%) of the lot owners shall become a lien on each lot. Any levies or assessments so approved by the above procedure may be applied to lots owned by the Developer only with the written consent of the Developer.

In the event any amount assessed or levied pursuant to the provisions of this paragraph is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hendricks County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the arrearage provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as by law provided of such arrearage as to the payments which become due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. Any and all of the rights, powers, duties and obligations which in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred at any time as the Architectural Control Committee, in its sole discretion shall determine, provided such assignment or transfer is made to an association or not-for-profit corporation in which all the owners of the lots in said Country Walk, Section 2 have the right to vote, on a one vote per lot basis, on all matters pertaining to the ownership and operation of such association or not-for-profit corporation including the election of its directors or controlling board, and provided further that the sole purpose of such association or not-for-profit corporation is to serve the interests of the lot owners in said Country Walk, Section 2 pursuant hereto, together with the interests of the lot owners in any other section of Country Walk development whose Architectural Control Committee has elected to assign or transfer its rights, powers, duties and obligations to such association or not-for-profit corporation. Any such assignment or transfer shall be made by appropriate instrument in writing in which

the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee, and all lot owners in said Country Walk, Section 2 shall thereupon become voting members of such association or corporation in accordance with the provisions of its Articles and By-Laws. Concurrently with such assignment or transfer, said Architectural Control Committee shall be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee.

#### Article 4. Other Conditions.

4.01. The Covenants, Conditions and Restrictions set forth herein shall be taken to be real covenants, conditions and restrictions running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said development, and their heirs, executors, administrators, successors and assigns until December 31, 2014, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the provisions hereof while the same are in force shall be sufficient reason for any other person or persons owning any lot in said development to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions hereof and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said development shall be made subject to these Covenants, Conditions and Restrictions.

4.04. It is expressly agreed that if any covenant, condition or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of any provisions hereof shall be the financial responsibility of the lot found to be in violation and assessed against said lot.

4.06. The Architectural Control Committee established hereunder shall not transfer or assign its rights, powers, duties and obligations pursuant to paragraph 3.11 hereof to any corporation or association unless all the members of said corporation or association

are lot owners in at least one of the sections of Country Walk development, and the Articles of Association and/or By-Laws of said corporation or association provide that on all matters requiring a vote of the members, such voting will be held on a one vote per lot basis.

4.07. ANY CORPORATION OR ASSOCIATION WHICH BECOMES THE TRANSFEREE OR ASSIGNEE OF THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE ESTABLISHED PURSUANT TO ARTICLE 3 HEREOF SHALL, IN ORDER TO FUND ITS OBLIGATIONS, HAVE THE ADDITIONAL RIGHT TO LEVY, ASSESS AND COLLECT, WITHOUT A VOTE OF THE LOT OWNERS, AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) PER YEAR FROM EACH AND EVERY LOT OWNER IN SAID COUNTRY WALK, SECTION 2, provided a majority of the members of the Board of Directors of said corporation or association is composed of owner occupants of Country Walk development, and provided further a like amount is levied, assessed and collected from each and every lot owner in every other section of Country Walk development from which said corporation or association has received and accepted an assignment and transfer of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to the Declaration of Covenants, Conditions and Restrictions for that section. The aforesaid levy or assessment limit of one hundred twenty-five dollars (\$125.00) per year shall be increased, without a vote of the lot owners, in proportion to any increase from the base period of January 1994 in the Consumer Price Index for the United States as prepared by the U.S. Bureau of Labor Statistics. All levies and assessments made pursuant to this paragraph shall become a lien on each lot and if not paid when due shall be subject to the collection procedures and limitations set forth in paragraph 3.09 hereof.

Any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to Article 3 hereof shall use the levy and assessment power set forth in this paragraph as its primary source of funds and shall not utilize the provisions of paragraph 3.09 as a means of levy or assessment unless the funds available from the levy and assessment power set forth in this paragraph are insufficient to fund the corporation or association annual budget and not less than seventy-five (75%) of the lot owners who are voting members of said corporation or association, voting on a one vote per lot basis, have approved the additional levy or assessment needed to fund the budget.

4.08. Neither the Architectural Control Committee nor any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee shall levy or assess any sums hereunder until an annual budget showing the various items of expense anticipated for the ensuing year for which the proposed levy or assessment funds are to be used has been prepared and submitted to all affected lot owners in Country Walk development and such lot owners have approved said annual budget either in accordance with the voting requirements of paragraph 3.10 hereinabove or the voting requirements of the Articles of Incorporation and/or By-Laws of said corporation or association provided, however, that any vote of the lot owners regarding any proposed annual budget shall be held no

earlier than ten (10) days after effective delivery of a copy of the proposed annual budget to each affected lot owner in Country Walk development.

4.09. Wherever in the drawings and documents recorded as the plat of Country Walk, Section 2, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

4.10. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

4.11 Until such time as the powers and duties of the Architectural Control Committee established pursuant to Article 3 hereof have been assigned to an association or not-for-profit corporation as provided in paragraph 3.10 hereof or, if earlier, at such time as a majority of the members of said Architectural Control Committee have been appointed by the owners of a majority of the lots in said Country Walk development pursuant to the provisions of paragraph 3.02 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the subdivision, consents to this reserved right.

IN WITNESS WHEREOF, the said Country Walk Partners, an Indiana partnership, has caused this instrument to be executed by Republic Development Corporation, an Ohio corporation, its general partner, this 11<sup>th</sup> day of August 1995.

Signed, Acknowledged and  
Delivered in the Presence of

COUNTRY WALK PARTNERS,  
an Indiana General Partnership  
By: REPUBLIC DEVELOPMENT CORPORATION,  
an Ohio Corporation, managing general partner

Christina Miller  
Pat Shanette

By: Richard L. Arnos  
Richard L. Arnos, Vice President

BOOK 149 PAGE 109



STATE OF OHIO )  
 )SS  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 11th day of August, 1995, by Richard L. Arnos, Vice President of Republic Development Corporation, an Ohio corporation, managing general partner of Country Walk Partners, an Indiana partnership, on behalf of said partnership.

*Cheryl L. Miller*  
Notary Public



CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99

This instrument prepared by:  
Republic Development Corporation  
3150 Republic Blvd. N., Suite 3  
Toledo, Ohio 43615

ENTERED FOR RECORD

BOOK 149 AUG 24 1995 At 8:00  
*Jay Bralley* Page 94-111  
HENDRICKS COUNTY RECORDER

**EXHIBIT A**

**Land Description  
Country Walk Section 2**

A part of the East Half of the Northeast Quarter of Section 14, Township 16 North, Range 1 East in Lincoln Township, Hendricks County, Indiana being more particularly described as follows, to-wit:

Commencing at a copperweld monument in concrete marking the Northeast corner of the said half quarter section; thence South 00 degrees 00 minutes 00 seconds West (Assumed Bearing) on and along the East line of said Half Quarter section a distance of 1331.08 feet to a railroad spike; thence North 90 degrees 00 minutes 00 seconds West a distance of 163.00 feet (5/8 inch rebar 0.2 feet west of corner); thence South 00 degrees 00 minutes 00 seconds West, parallel with the said East line, a distance of 150.00 feet (5/8 inch rebar 0.4 feet west of corner) to the BEGINNING POINT; thence South 90 degrees 00 minutes 00 seconds East a distance of 163.00 feet to a railroad spike on the East line of said Half Quarter Section; thence South 00 degrees 00 minutes 00 seconds West along the said East line a distance of 681.23 feet to a railroad spike which bears North 00 degrees 00 minutes 00 seconds East a distance of 511.06 feet from a iron pin marking the Southeast Corner of said Northeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds West a distance of 785.44 feet to a 5/8 inch rebar with cap marked "Schneider Eng. Corp. Firm #0001" on the East line of a tract of land described in Deed Record 316, page 854-859 as recorded in the office of the Recorder of Hendricks County, Indiana; thence North 00 degrees 07 minutes 35 seconds East along the East line of said tract of land a distance of 570.78 feet; thence South 45 degrees 31 minutes 43 seconds East a distance of 60.95 feet; thence South 68 degrees 51 minutes 09 seconds East a distance of 82.97 feet; thence North 86 degrees 27 minutes 47 seconds East a distance of 120.03 feet; thence North 30 degrees 53 minutes 54 seconds East a distance of 105.46 feet; thence North 19 degrees 24 minutes 45 seconds East a distance of 90.00 feet; thence North 52 degrees 56 minutes 46 seconds East a distance of 35.00 feet; thence North 88 degrees 30 minutes 00 seconds East a distance of 135.00 feet; thence South 01 degrees 30 minutes 00 seconds East a distance of 33.61 feet; thence North 85 degrees 59 minutes 56 seconds East a distance of 133.00 feet to the BEGINNING POINT. Containing 11.219 acres more or less.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COUNTRY WALK  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN THE TOWN OF BROWNSBURG, HENDRICKS COUNTY, INDIANA**

The undersigned, **COUNTRY WALK PARTNERS**, (sometimes referred to herein as "Owner" or "Developer"), as Owner and Developer of the land described in Exhibit A attached, to be known as **COUNTRY WALK - Section 3 ("Country Walk")**, and for the benefit of all present and future owners of any lot or lots in, or occupants of, **Country Walk - Section 3**, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

**Article 1. Use Restrictions**

All lots in this development and all present and future owners or occupants thereof shall be subject to the following use restrictions, which shall run with the land:

1.01. The common areas and any other open space lying within the plat of Section 3 of Country Walk, exclusive of the numbered lots, are reserved for enhancement of the appearance of Country Walk or such other use as may be indicated on the plat or as may be determined from time to time by the Architectural Control Committee established pursuant to Article 3 hereof (hereinafter referred to as the "Architectural Control Committee") or by a majority of the lot owners in Country Walk. No lot owner or any other person shall use or modify the appearance of such common areas or other open space in any manner other than that shown on the plat or as approved in writing by the Architectural Control Committee, or as approved by a majority of the lot owners.

1.02. The numbered lots located within said Country Walk, Section 3, shall be used for detached single-family dwellings in accordance with the present zoning of Country Walk by the Town of Brownsburg, Hendricks County, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of Brownsburg without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.03. Single-family dwellings shall have a minimum of 1,200 square feet of living area with a minimum of 600 square feet on the first floor of a two-story dwelling, exclusive of basements, garages, open porches, and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hard-surfaced with concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

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9600002021  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 01-31-1996 At 11:04 am.  
COV 34.00

1.04. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said development, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee. Owners of lots numbered 86, 87, 88, 89, 90, 91 and 92 shall be specifically permitted to construct a shadow box fence along the rear property line of their respective lot provided the design and plans for such fence shall be submitted to and approved by the Architectural Control Committee.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said development, nor shall anything be done thereon which may be or become an annoyance or nuisance in said development.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said development. No dwelling erected in said development shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.04 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type which shall be removed and stored when not in use and shall be permitted in the rear yard only.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that

during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said development shall be used for any purpose other than that of a lawn; provided, however, this restriction shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintenance of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of any lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No towers of any description or satellite dish will be permitted on any Building Lot without the review and approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire development, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement or modify the landscaping features within any landscape easement area without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such lot be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and any state or local governmental authority having jurisdiction and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Town of Brownsburg or the Architectural Control Committee. Lot owners must maintain any drainage swales located on their lot as a sodded grassway, or other non-eroding surface at the elevations designated on the drainage plan for the development. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public

Works of the Town of Brownsburg, Indiana or the Architectural Control Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

## Article 2. Lake Covenants and Restrictions

2.01. The areas marked Common Area and/or Drainage Easement, as shown on the plats of Country Walk, Sections 1 and 2, may include a storm water retention area designed so as generally to retain water and have the appearance of a lake (hereinafter referred to as "the lake"). Any such storm water retention (lake) area may extend into areas included in Country Walk, Section 3.

2.02 The storm water discharge from any lake within Country Walk has been accepted into the Nash-Truckness/Wilson Lateral legal drain system by the Hendricks County Drainage Board. UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE, THIS BOARD HAS ESTABLISHED A MAINTENANCE FUND ASSESSMENT WHICH SHALL BE \$50 PER YEAR FOR EACH NUMBERED LOT WITHIN THE COUNTRY WALK SUBDIVISION.

2.03. No owner of any lot in Country Walk shall do or permit to be done any action or activity which could result in the pollution of any lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of any lake for drainage and related purposes for the benefit of Country Walk residents.

2.04. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above any said lake area.

2.05. The Architectural Control Committee may from time to time establish rules regarding the use of any lake and related drainage and utility easement areas within Country Walk, provided such rules are not in conflict with the rules contained herein, and provided further that such rules are reasonably established to protect the safety and welfare of the residents of Country Walk and their guests as well as any other person or property in the vicinity of any lake and related drainage and utility easement area and/or are established to assure the continued service of the areas for the purpose for which they were designed.

2.06. The Architectural Control Committee or the Town of Brownsburg or any owner of a lot in Country Walk shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of this Declaration of Covenants, Conditions and Restrictions, or the provisions of the Plat for Section 3 of

Country Walk, or any rules and regulations regarding the use and maintenance of any lake and related drainage and utility easement areas in Country Walk, Section 3 that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

### Article 3. Architectural Control Committee

An Architectural Control Committee is established hereby to carry out the functions set forth for it in this Declaration of Covenants, Conditions and Restrictions.

3.01. The Architectural Control Committee shall be composed of three (3) members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said development.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said development and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the developer intends to develop said development as an architecturally harmonious, artistic and desirable residential development, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said development as a whole.



3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval, whenever required herein shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or its successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or its successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the development, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this development as a desirable development.

3.08. The Architectural Control Committee, its agents, employees and subcontractors, shall have the right to enter onto any D.U.&S.E. (Drainage, Utility and Sewer Easement) area, any common area, open space not located within a numbered lot, public rights-of-way and landscape easement areas shown on the plat of Section 3 of Country Walk from time to time as it deems necessary for maintenance purposes.

The Architectural Control Committee may also provide services such as weekly trash collection and snow removal to the lots in Section 3 of Country Walk if such services are not adequately provided by the appropriate municipal government.

3.09. The Architectural Control Committee shall have the power to expend its funds as needed to carry out its responsibilities as provided in paragraph 3.09 above and elsewhere herein. In order to provide such funds the Architectural Control Committee is hereby empowered to levy, assess and collect from each and every lot owner in said Country Walk, Section 3, except the Developer, such sums as may be approved by not less than seventy-five percent (75%) of the lot owners in said Country Walk, Section 3, other than the Developer. In any vote taken on the matter of levies or assessments, only one vote per lot shall be allowed. All amounts assessed or levied with the approval of seventy-five percent (75%) of the lot owners shall become a lien on each lot. Any levies or assessments so approved by the above procedure may be applied to lots owned by the Developer only with the written consent of the Developer.

In the event any amount assessed or levied pursuant to the provisions of this paragraph is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hendricks County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the arrearage provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as by law provided of such arrearage as to the payments which become due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. Any and all of the rights, powers, duties and obligations which in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred at any time as the Architectural Control Committee, in its sole discretion shall determine, provided such assignment or transfer is made to an association or not-for-profit corporation in which all the owners of the lots in said Country Walk, Section 3 have the right to vote, on a one vote per lot basis, on all matters pertaining to the ownership and operation of such association or not-for-profit corporation including the election of its directors or controlling board, and provided further that the sole purpose of such association or not-for-profit corporation is to serve the interests of the lot owners in said Country Walk, Section 3 pursuant hereto, together with the interests of the lot owners in any other section of Country Walk development whose Architectural Control Committee has elected to assign or transfer its rights, powers, duties and obligations to such association or not-for-profit corporation. Any

such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee, and all lot owners in said Country Walk, Section 3 shall thereupon become voting members of such association or corporation in accordance with the provisions of its Articles and By-Laws. Concurrently with such assignment or transfer, said Architectural Control Committee shall be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee.

#### Article 4. Other Conditions.

4.01. The Covenants, Conditions and Restrictions set forth herein shall be taken to be real covenants, conditions and restrictions running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said development, and their heirs, executors, administrators, successors and assigns until December 31, 2014, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the provisions hereof while the same are in force shall be sufficient reason for any other person or persons owning any lot in said development to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions hereof and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said development shall be made subject to these Covenants, Conditions and Restrictions.

4.04. It is expressly agreed that if any covenant, condition or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of any provisions hereof shall be the financial responsibility of the lot found to be in violation and assessed against said lot.

4.06. The Architectural Control Committee established hereunder shall not transfer or assign its rights, powers, duties and obligations pursuant to paragraph 3.10 hereof to

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any corporation or association unless all the members of said corporation or association are lot owners in at least one of the sections of Country Walk development, and the Articles of Association and/or By-Laws of said corporation or association provide that on all matters requiring a vote of the members, such voting will be held on a one vote per lot basis.

4.07. ANY CORPORATION OR ASSOCIATION WHICH BECOMES THE TRANSFEREE OR ASSIGNEE OF THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE ESTABLISHED PURSUANT TO ARTICLE 3 HEREOF SHALL, IN ORDER TO FUND ITS OBLIGATIONS, HAVE THE ADDITIONAL RIGHT TO LEVY, ASSESS AND COLLECT, WITHOUT A VOTE OF THE LOT OWNERS, AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) PER YEAR FROM EACH AND EVERY LOT OWNER IN SAID COUNTRY WALK, SECTION 3, provided a majority of the members of the Board of Directors of said corporation or association is composed of owner occupants of Country Walk development, and provided further a like amount is levied, assessed and collected from each and every lot owner in every other section of Country Walk development from which said corporation or association has received and accepted an assignment and transfer of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to the Declaration of Covenants, Conditions and Restrictions for that section. The aforesaid levy or assessment limit of one hundred twenty-five dollars (\$125.00) per year shall be increased, without a vote of the lot owners, in proportion to any increase from the base period of January 1994 in the Consumer Price Index for the United States as prepared by the U.S. Bureau of Labor Statistics. All levies and assessments made pursuant to this paragraph shall become a lien on each lot and if not paid when due shall be subject to the collection procedures and limitations set forth in paragraph 3.09 hereof.

Any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to Article 3 hereof shall use the levy and assessment power set forth in this paragraph as its primary source of funds and shall not utilize the provisions of paragraph 3.09 as a means of levy or assessment unless the funds available from the levy and assessment power set forth in this paragraph are insufficient to fund the corporation or association annual budget and not less than seventy-five (75%) of the lot owners who are voting members of said corporation or association, voting on a one vote per lot basis, have approved the additional levy or assessment needed to fund the budget.

4.08. Neither the Architectural Control Committee nor any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee shall levy or assess any sums hereunder until an annual budget showing the various items of expense anticipated for the ensuing year for which the proposed levy or assessment funds are to be used has been prepared and submitted to all affected lot owners in Country Walk development and such lot owners have approved said annual budget either in accordance with the voting requirements of paragraph 3.10 hereinabove or the voting requirements of the Articles of Incorporation and/or By-Laws of said corporation or association provided, however,

that any vote of the lot owners regarding any proposed annual budget shall be held no earlier than ten (10) days after effective delivery of a copy of the proposed annual budget to each affected lot owner in Country Walk development.

4.09. Wherever in the drawings and documents recorded as the plat of Country Walk, Section 3, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

4.10. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

4.11. Until such time as the powers and duties of the Architectural Control Committee established pursuant to Article 3 hereof have been assigned to an association or not-for-profit corporation as provided in paragraph 3.10 hereof or, if earlier, at such time as a majority of the members of said Architectural Control Committee have been appointed by the owners of a majority of the lots in said Country Walk development pursuant to the provisions of paragraph 3.02 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the subdivision, consents to this reserved right.

IN WITNESS WHEREOF, the said Country Walk Partners, an Indiana partnership, has caused this instrument to be executed by Republic Development Corporation, an Ohio corporation, its general partner, this 22<sup>nd</sup> day of January 1996.

Signed, Acknowledged and  
Delivered in the Presence of

COUNTRY WALK PARTNERS,  
an Indiana General Partnership  
By: REPUBLIC DEVELOPMENT CORPORATION,  
an Ohio Corporation, managing general partner

Cheryl L. Miller  
Barry Heavin

By: Richard L. Arnos  
Richard L. Arnos, Vice President

STATE OF OHIO       )  
                              )SS  
COUNTY OF LUCAS    )

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The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 1996, by Richard L. Arnos, Vice President of Republic Development Corporation, an Ohio corporation, managing general partner of Country Walk Partners, an Indiana partnership, on behalf of said partnership.

Cheryl L. Miller  
Notary Public



CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99

This instrument prepared by:  
Republic Development Corporation  
3150 Republic Blvd. N., Suite 3  
Toledo, Ohio 43615

Land Description  
County Walk Section 3

A part of the East Half of the Northeast Quarter of Section 14, Township 16 North, Range 1 East in Lincoln Township, Hendricks County, Indiana being more particularly described as follows, to-wit:

Commencing at a copperweld monument in concrete marking the Northeast corner of the said half quarter section; thence South 00 degrees 00 minutes 00 seconds West (Assumed Bearing) on and along the East line of said Half Quarter section a distance of 930.08 feet to the BEGINNING POINT; thence continue South 00 degrees 00 minutes 00 seconds West along the said East line a distance of 401.00 feet to a railroad spike; thence North 90 degrees 00 minutes 00 seconds West a distance of 163.00 feet (5/8 inch rebar 0.2 feet west of corner); thence South 00 degrees 00 minutes 00 seconds West, parallel with the said East line, a distance of 150.00 feet (5/8 inch rebar 0.4 feet west of corner); thence South 85 degrees 59 minutes 56 seconds West a distance of 133.00 feet; thence North 01 degrees 30 minutes 00 seconds West a distance of 33.61 feet; thence South 88 degrees 30 minutes 00 seconds West a distance of 135.00 feet; thence South 52 degrees 56 minutes 46 seconds West a distance of 35.00 feet; thence South 19 degrees 24 minutes 45 seconds West a distance of 90.00 feet; thence South 30 degrees 53 minutes 54 seconds West a distance of 105.46 feet; thence South 86 degrees 27 minutes 47 seconds West a distance of 120.03 feet; thence North 68 degrees 51 minutes 09 seconds West a distance of 82.97 feet; thence North 45 degrees 31 minutes 43 seconds West a distance of 60.95 feet to the East line of a tract of land described in Deed Record 316, page 854-859 as recorded in the office of the Recorder of Hendricks County, Indiana; thence North 00 degrees 07 minutes 35 seconds East along the East line of said tract of land a distance of 246.33 feet to a 5/8 inch rebar with cap marked "Holloway" at the Northeast corner of said tract (said point also marking the Southeast corner of a tract of land described in Deed Record 250, page 560 in said Recorder's office); thence North 00 degrees 06 minutes 54 seconds West along the East line of said tract of land a distance of 383.06 feet; thence North 88 degrees 18 minutes 54 seconds East a distance of 108.69 feet; thence South 52 degrees 00 minutes 00 seconds East a distance of 150.00 feet; thence North 38 degrees 00 minutes 00 seconds East a distance of 46.99 feet; thence South 52 degrees 00 minutes 00 seconds East a distance of 138.79 feet; thence North 30 degrees 33 minutes 37 seconds East a distance of 185.40 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 95.00 feet; thence North 78 degrees 41 minutes 24 seconds East a distance of 50.99 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 180.00 feet to the BEGINNING POINT. Containing 9.520 acres more or less.