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Theresa D. Lynch
Hendricks County Recorder IN...
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DESIGN RULES OF THE HIGHLANDS PROPERTY OWNERS ASSOCIATION

THESE DESIGN RULES are made effective as of the 18th day of April, 2015, by The Highlands Property Owners Association ("Association").

WHEREAS, the Association by these Design Rules wishes to supplement the Declarations and impose additional protective covenants, conditions, and restrictions set forth herein upon properties located in the Highlands Section IV, a subdivision located in Section 23, Township 14 North, Range 1 East, Guilford Township, Hendricks County, Indiana ("Highlands"); and

WHEREAS, these Design Rules will impose additional covenants, conditions, and restrictions on Owners of each lot and parcel which is located in the Highlands ("Property"); and

WHEREAS, the Declarations declare that except for any repairs or maintenance to existing Dwelling Units, buildings, Structures, or Improvements or new Improvements (as hereinafter defined) constructed or first approved by Board, no: (i) new Dwelling Unit, building, Structures, exterior construction of any kind requiring a permit (including, but not limited to, any wall, fence, sign, swimming pool, tennis court, screen enclosures, driveway, sidewalk, sewer, drain, water area, or outside lighting), shall be erected, placed, or constructed on any portion of the Property; no (ii) platting, architectural, engineering or site plan pertaining to the development of any dwelling unit(s) or any improvements or Structures of any kind thereon within the Property shall be effectuated; and no (iii) material, significant addition, alteration, modification, or deviation to any of the foregoing and first requiring a permit (collectively "Improvements") shall be made without the prior written approval of the Board.

WHEREAS, the Association, in accordance with the Bylaws and Declarations, has the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind, and augment any of the same (collectively the "Rules") with respect to the use, operation and enjoyment of the Property including, without limitation, any Common Areas and any exterior Improvements located thereon and so desires to subject and impose upon all real estate within the platted areas of the Highlands mutual and beneficial restrictions, covenants, and conditions and charges (hereinafter referred to as the "Design Rules") under a general plan or scheme of Improvement for the benefit and complement of the lots and lands in the Highlands and the future Owners thereof.

NOW, THEREFORE, the Association hereby declares that all of the platted lots and lands located within the Highlands as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Design Rules, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Highlands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Highlands as a whole and of each of said lots situated therein. All of the Design Rules shall run with the land and shall be binding upon each Property, Owner, and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Design Rules, and shall inure to the benefit of the Association and every one of the Association's successors in title to any real estate in the Highlands.

1. DEFINITIONS. The following are the definitions of the terms as they are used in the Declaration:

1. "Common Areas" means the walks, driveways, service areas, service courts, play areas and other areas not occupied by structures within the Highlands.

2. "Association" means The Highlands Property Owners Association, its successors and assigns.

3. "Board" means the Officers of the Association outlined in the Bylaws.

4. "Committee" shall mean the Enforcement Committee, composed of three members appointed by the Board who shall be subject to removal by the Board at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Board.

5. "Bylaws" means the document governing the operation of the Association pursuant to which the Board is elected and governs.

6. "Member" means every Owner who holds membership in the Association.

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7. "Owner" means the record Owner in fee title of any Property.

8. "Person" means any natural person, partnership, Board, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, or organization or any other entity.

9. "Property" means any of the parcels or lots located in the Highlands. Said premises are collectively referred to herein as the "Properties."

10. "Structure" shall mean and refer to that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof."

2. CHARACTER OF THE HIGHLANDS

A. In General. Every numbered lot in the Highlands, unless it is otherwise designated by the Association, is a Property and shall be used exclusively for single family residential purposes. No Structure shall be erected, placed or permitted to remain upon any of said Properties except a single family home ("Dwelling Unit") and such structures as are usually attached to a single family dwelling. Structures shall have a permanent foundation and a concrete, masonry, or similar stone floor. Skid mounted buildings are not permitted. Roof style, pitch and shingles shall match those used on other residences within the Highlands. Wall veneer, doors and windows shall be of the similar materials, color and style used on other residences within the Highlands (e.g. subdued, neutral, earthen tones). No metal Structures shall be permitted on any lot in the Highlands. Prior to issuance of an Improvement Location Permit, a delineation of the building area for the lot shall be submitted for approval by the Board.

Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect neighboring Properties from damage by construction equipment or otherwise in the erection of Improvements. In addition to individual site plan restrictions, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the Properties prior to or after the erection thereon of a single family dwelling, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a Property under these Design Rules ever be used as a residence or dwelling or place for human occupancy or habitation. No barns, sheds, or metal outbuildings shall be permitted on any lot in the Highlands.

C. Occupancy or Residential Use of Partially Completed Dwelling Unit Prohibited. No Dwelling Unit constructed on any of the Properties shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The recommendation of whether the dwelling shall have been substantially completed shall be made by the Committee to the Board and the Board's decision shall be binding on all parties.

D. Other Rules. All tracts of ground in the Highlands shall be subject to the easements, restrictions and limitations of record recorded in the Office of the Recorder of Hendricks County, Indiana, and also to all governmental zoning authority and regulation affecting the Highlands, all of which are incorporated herein by reference.

3. RULES CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING UNITS AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on the lots in the Highlands shall be the greater of 1) a minimum of 2200 square feet and 2) as specified in the recorded plats of the various sections of the Highlands. However, dwellings constructed on lots 93, 99, 100, 101, 102, 103, and 104 must be two-story dwellings (i.e. two levels above ground level), and shall be at least 2500 square feet.

B. Property Size and Set Back Requirements. Property size and setback requirements shall be set forth in the plat restrictions accompanying each recorded plat.

C. Fences, Walls, and Screening. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Highlands, any fence must be approved by the Board as to size, location, height, and composition before it is installed. It is the goal of the Board to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct sight lines for vehicular traffic. Undue obstruction of view of the amenities from adjoining properties will be taken into consideration by the Board when reviewing fences for approval. Except for decorative fences, fences shall not be nearer to the front of a home than the rear foundation line of a home. The Board discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other Owners. Fences may be privately installed but must be constructed to professional levels of quality, durability, and longevity. Non professional installed fences will be inspected by the Board after completion in order to insure that the final product is of a professional quality and final approval of the fence is withheld until successful completion of this final review. a. Height Restriction. The Board is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Board, therefore, will approve fences up to 5 feet in height. The Board will give consideration, however, to a variance in this height limit where the rear line of a lot abuts a major arterial roadway or other clearly unique circumstances. The use of six foot fences around smaller patio areas of a backyard of a home in order to secure privacy for the immediate patio area and pools will be permitted. The specific fence height restrictions are as follows: 1. Property fencing and walls above grade shall not exceed 5 feet above grade. 2. The Board will not approve any proposed fence which exceeds five feet in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstance clearly unique to that lot. 3. Patio screens/privacy/pool fences shall not exceed 6 feet in height. b. Materials and Finish. 1. Wood fencing or screening will be approved if the design is in conformity with the architectural design of the community. 2. The Board will not approve an application for the installation of a chain link or plastic fencing. 3. All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property. The Board recommends rail or picket type construction. 4. Walls above grade should be constructed of natural stone masonry or attractive treated timber.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Highlands shall be of material other than tar paper, roll brick siding or any other inferior material. Exterior building materials are limited to the following: 1. wall veneer: natural or composite wood or cement board siding or shingles; stone and brick veneer; stucco and Exterior Insulation and Finish Systems (EIFS). Pre-engineered metal, vinyl, or aluminum siding is not permitted. 2. Roofing: Asphalt and cedar shake shingles, slate and prefinished metal. 3. Awnings are to be fabricated of vinyl or fabric; aluminum is not permitted. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron. All driveways must be paved with cement or concrete. Extensions, widening or rerouting of existing driveways must have the approval of the Board prior to construction. Driveways shall be well maintained and free of potholes.

E. HVAC and Garages. Every dwelling in the Highlands must contain a HVAC system installed in compliance with the required codes and capable of providing adequate heating, ventilation, and air conditioning for year round human habitation of the dwelling. Other than dwellings on lots numbered 90, 91, 101, 104, 107, 108, 116, 117, 119, 132, and 133 which shall have a minimum of two car garages, every dwelling in the Highlands must have a three or four car attached garage.

F. Diligence in Construction. Every building whose construction or placement on any Property in the Highlands is begun shall be completed within nine (9) months after the beginning of such construction or placement. No dwelling, Structure, or Improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

G. Time in Which to Build Structures. The time or times within which the Owner of a Property within the Highlands must construct and complete, ready for habitation, dwellings on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Highlands, if any. If a dwelling is not completed upon a lot within the prescribed time, the Association shall have the right to repurchase such lot for a price, in cash, equal to the Owner's cost basis in the lot, including the cost of Improvements until the time that a dwelling is completed upon such lot in the manner set out in these Design Rules.

H. Prohibition of Used Structures. All Structures constructed or placed on any numbered lot in the Highlands shall be constructed with substantially all new materials, and no used Structures shall be relocated or placed on any such lot.

I. Maintenance of Lots and Improvements. The Owner of any Property in the Highlands shall at all times maintain the lot and any Improvements situated thereon in such a manner as to prevent the lot or Improvements from becoming unsightly; and, specifically, such Owner shall: (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. (ii) Remove all debris or rubbish. (iii) Prevent the existence of any other condition that reasonably tends to attract vermin, pests, and rodents and detract from or diminish the aesthetic appearance of the Highlands. (iv) Cut down and remove dead, hazardous, or fatally diseased or infected trees. (v) Where applicable, prevent debris and foreign material from entering neighboring Properties, or, when any such debris has entered an adjacent Property, remove the same immediately. (vi) Keep the exterior of all Dwelling Units and Improvements in such a state of repair or maintenance as to avoid their becoming unsightly. (vii) Within sixty (60) days following completion of a dwelling on a lot, the Owner shall landscape the lot, weather permitting.

J. Association's Right to Perform Certain Maintenance. In the event that any Owner of a Property in the Highlands shall fail to maintain his lot and any Improvements situated thereon in accordance with the provisions of the Declarations and/or these Design Rules, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and Improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to the Association shall be collected in any reasonable manner from the Owner. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Powers of enforcement of such lien shall be under the same terms and conditions of enforcement of liens as set forth or permitted in the Declarations and Bylaws.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets shall be permitted on any lot in the Highlands (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to enter any adjacent Property. No discharge from any interior drain shall be permitted to enter into any adjacent Property. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the Property, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association nor any officer, agent, employee or contractor thereof shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of all governmental zoning authority and regulations affecting the Highlands.

5. GENERAL PROHIBITIONS AND RULES.

A. In General. No noxious or offensive activities shall be carried on any lot in the Highlands, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Highlands.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or Structures in the Highlands without the prior written approval of the Board.

C. Animals. No animals shall be kept or maintained on any lot In the Highlands except the usual indoor household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No commercial trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot in the Highlands, unless the same shall be parked in such a manner that it is not in violation of the Declarations.

E. Garbage, Trash and Other Refuse. No Owner of a lot in the Highlands shall burn or permit the burning outdoors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation outdoors of such refuse on his lot except as may be related to composting. However, compost bins must be stored in a location not visible from any street and screened in such a manner that it is not visible to the occupants of the other lots. All dwellings built in the Highlands shall be equipped with a functioning garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Highlands shall be buried below the surface of the ground and in compliance with all governmental laws, zoning authority, and regulations. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed or shall be so placed and kept as not to be visible from any street within the Highlands at any time, except at the times when refuse collections are being made. Trash and recycling containers must be stored in a location not visible from any street. Containers may be placed at the curb the night before scheduled collection and must be removed by the end of the collection day.

G. Model Homes. No Owner of any lot in the Highlands shall build or permit the building upon said lot of any Dwelling Unit that is to be used as a model home or exhibit home without permission to do so from the Association.

H. Temporary Structures. No temporary dwelling, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping longer than 24 hours be permitted on any lot, except upon lands specifically designated by the Association for camping purposes, and then only subject to such rules as may be adopted by the Association for the use of camping areas.

I. Decks. No deck or other similar structure may be constructed in such a manner that any portion thereof extends more than 25 feet from a Property boundary and in no event shall any deck or other similar structure be erected that does not conform to the specifications established by the Board.

J. Ditches and Swales. It shall be the duty of every Owner of every lot in the Highlands on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such surface drainage upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install surface drainage in conformity with specifications and recommendations of the state and local governmental entities.

K. Drainage. No construction may obstruct the natural drainage or impose additional drainage on adjacent properties. Any modification adding more than 200 square feet of hard surface (e.g. roofs or solid paving) shall be attended by a drainage plan indicating how the additional drainage runoff is to be handled. Any proposed modifications affecting drainage easements must be approved by the authority having jurisdiction.

L. Utility Services. Utility services shall be installed underground in or adjacent to public rights of way to minimize removal of healthy trees.

M. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Highlands without the approval of the Board.

N. Pumping. The pumping of water from any fire hydrant for irrigation purposes is prohibited.

O. Landscaping and Plantings. Landscape improvements are considered by the Board to be terraces, retaining walls, seawalls, unusual vegetation coverings, walks, bank treatment, detached patios, cabanas, and decks. When Board approval is needed and with respect to improvements requiring a permit, the applicant shall submit: a. Two copies of plot plan showing location of the proposed Improvements on the lot, existing grades at the nearest property line with proposed finished grades as applicable to the Improvement, b. Two copies of additional plans as required in order to evaluate the appearance of the Improvement and type of construction including the type of material used, the color of the finished Improvement and type of vegetation, if any. The intent and purpose of these restrictions is to preserve the natural environmental quality of the land, lots, and the Highlands to as great extent as possible. Landscape work and planting in general does not require the approval of the Board. However, trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. In addition, shrubs should not be permitted to unduly restrict the view of the amenities from other Properties. Special landscaping beyond that normally associated with a single family residence and requiring heavy equipment must be approved by the Board prior to installation. The Board shall require the establishment of a satisfactory lawn by seeding or sodding the lot as soon as possible following completion of a dwelling, weather conditions permitting.

P. Swimming Pools. Permanent above grade pools are not permitted. Other permanent type backyard swimming pools must have the approval of the Board before any work is undertaken. Permanent backyard swimming pools will be approved by the Board only after careful consideration of the potential effect of such a pool on neighboring properties. Temporary swimming pools above grade having a depth of less than 24 inches require no such approval. An application for the construction of a permanent type backyard swimming pool will not be considered unless the application is accompanied by an application for an acceptable fence design. The design shall conform to state, county, or municipal regulations for such pool and fencing. Use of planting in the vicinity of the proposed pool is recommended to soften the effect of sound on adjacent property.

Q. Solar Energy Devices. Solar energy devices are prohibited if they are visible from the street in front of the dwelling or found by the Board or governmental entities to be illegal or violate public health and safety. Solar devices on the roof of a dwelling extending above the roof line, not parallel to the roof line, or not conforming to the slope of the roof are discouraged and may be prohibited. Solar energy devices installed on the ground in a fenced yard are also discouraged and may be prohibited if they are taller than the fence. The Board also discourages and may prohibit the installation of a solar energy device if the solar energy device is installed in a way voiding its warranties or if any frames or wiring/piping are not silver, bronze or black. The Board may designate where the solar device should be located in a lot or on a roof, unless the Owner can show that the designation negatively impacts the performance of the solar energy device and an alternative location would increase production by more than 10%. For an Owner to show this performance and to help support the Owner's position, modeling tools provided by the National Renewable Energy Laboratory (NREL) can be used. Installation of a solar energy device is automatically prohibited if the Owner does not request prior approval from the Board as outlined in the Declarations or the device will be located in the front of the dwelling. If, in seeking the approval, the Board reasonably finds the proposed solar energy device will create a condition harming or interfering with another Owner's use and enjoyment of the land, installation may be prohibited. Prior to submitting requests to the Board, Owners must first seek and then show written support from adjacent Owners in order to help prove no harm or interference with use and enjoyment of the land..

R. Play Equipment. Children's play equipment such as basketball goals, sandboxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Board provided such equipment is not more than ten feet high, in good repair (including painting) and every reasonable effort has been made to screen or shield such equipment from view. Other than one (1) regulation basketball goal near the rear of a driveway, equipment higher than ten

feet shall require approval of the design, location, color, material and use. Play equipment must be maintained in good repair including rust removal, painting and repair or replacement of damaged components (e.g. wood rot or torn roofs or covers). Portable basketball goals must not be placed near the entrance of a driveway, adjacent to other Properties, or near a street in order to promote the safety of participants and children and avoid damage to neighboring Properties. Out of service or dangerous play equipment must be removed.

S. Mailboxes. In order to preserve the overall aesthetic appearance of the Highlands, any mailbox must be approved by the Board as to size, location, height and composition before it may be installed. The specifications for the type of mailbox that will be approved by the Board can be reviewed within Rules established specifically for mailboxes.

T. Exterior Lighting, Security Cameras, Decorations, and Post Lights. Exterior lighting and security equipment shall not be directed in such a manner as to create annoyance to adjacent properties. Holiday decorations must be removed within 30 days after the holiday has passed. Properties are required to have and maintain one outdoor post light located near the middle of the front yard of the Dwelling Unit. The size, location and type must first be approved by the Board. These lights must have a photoelectric cell and ensure operation between dusk and dawn (i.e. sunset to sunrise). Owners are required to periodically maintain the operation and appearance of the outdoor post light.

U. Trash and Garage Doors. Containers shall not be permitted to remain conspicuous except on days of trash collection. Owners shall make a reasonable effort to keep garage doors closed except during times of actual use of the garage facility. Garage doors are to be kept closed after dark except during times of usage of the garage facility.

V. Clothes Lines. Collapsible and removable clothes lines will be permitted by the Board but permanent clothes lines will not be approved by the Board.

W. Exterior Antennas. No exterior radio, cable and television antennas or satellite dish shall be permitted within the Highlands unless permitted under applicable laws and regulations and/or in the opinion of the Board technological advances have reached the degree where said antennas or dishes are hidden from view or are aesthetically screened. Under no circumstances shall a satellite dish which is larger than 40 inches in diameter be installed or permitted on any lot. All permitted exposed radio, cable and television antennas and satellite dishes shall be aesthetically concealed, by landscaping or otherwise, from view on all sides by other Owners in the neighborhood, and shall be installed so as not to constitute a nuisance or offensive effect on other Owners in the neighborhood. This language is not to be construed as an overall denial of exposed radio, cable and television antennas or satellite dish acceptance or installation. The Board will not (1) unreasonably delay or prevent use of; (2) unreasonably increase the cost of; or (3) preclude an Owner from receiving or transmitting an acceptable quality signal from an antenna covered under FCC rules. Each proposed exposed radio, cable and television antennas and dish, will be considered on an individual basis by the Board prior to installation. Based on the proposal and in conformity with governing laws and regulations, the Board will provide the Owner with a recommendation regarding the proper screening and placement of the exposed radio, cable and television antennas or dish. The Board will not approve exposed radio, cable and television antennas or dishes placed in the front yard of a residence. The Board strongly discourages exposed radio, cable and television antennas or dishes in the side yard of a residence when visible from the street in front of the dwelling. Where it is practical, the Board will recommend the exposed radio, cable and television antennas or dish to be placed on the ground versus a deck or roof. As with other proposed Improvements, an exposed radio, cable and television antennas and dish proposal should be drawn up on a site plan of the property showing exactly where the exposed radio, cable and television antennas or dish would be placed and a signed, notarized statement from the professional installer if installation is restricted to certain areas to ensure a quality, uninterrupted signal. Also, the exact landscaping and/or screening to be used should be detailed on the site plan.

6. PURPOSES AND POWERS.

A. The Board shall regulate the external design, appearance, use, location and maintenance of Properties subject to these restrictions and Improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among Structures and the natural vegetation and topography.

(i) Generally. As further outlined in the Declarations, no dwelling, building, Structure or Improvement of any type or kind requiring a permit shall be constructed or placed on any lot in the Highlands without the prior approval of the Board. Such approval shall be obtained only after written application has been made to the Board by the Owner of the lot requesting authorization from the Board. Such written application shall be in the manner and form prescribed from time to time by the Board, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or Improvement. Such plans shall include plot plans showing the location of all Improvements existing upon the lot and the location of the Improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Board may require. All building plans and drawings required to be submitted to the Board shall be drawn to a scale of 1/4" 1' and all plot plans shall be drawn to a scale of 1" 30', or to such other scale as the Board shall require. There shall also be submitted, where applicable, the permits or reports required under the Declarations and these Design Rules. The following plans must be submitted for each element of new dwelling construction: front elevation; rear elevation; side elevation; floor plan of each floor; foundation plan; specifications of major building material, i.e., brick, stone, wood, etc.; a plot plan which will provide and identify the following items: proposed location of dwelling and driveway on lot; location of any easements and undisturbed areas; location of proposed fences, screening, walkways, walls, and decks; existing and proposed grades.

(ii) Power of Disapproval. The Board may refuse to grant permission to construct, place or make the requested Improvement, when: (a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed Improvement to be in violation of the Declarations or these Design Rules; (b) The design or color scheme of a proposed Improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or Structures (e.g. subdued, neutral, earthen tones); (c) The proposed Improvement, or any part thereof, would in the opinion of the Board be contrary to the interests, welfare or rights of all or any part of other Owners.

B. Duties of Board. As further outlined in the Declarations, the Board shall render decisions on requests for proposed Improvements requiring a permit within ten business days after all required information has been submitted to it. One copy of submitted material shall be retained by the Board for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Board. Neither the Board nor any agent thereof, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Board does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Structures. When the Board shall permit the construction or placing of a Structure wholly or partly within any Common Areas, such permit shall constitute a license, and only a license, from the Association or its successors in title to the Common Areas, and said Structures must have the prior approval of the Board.

E. Inspection. The Board may inspect work being performed with its permission to assure compliance with these Design Rules and applicable regulations.

F. Continuation of Committee. When the Board or the Committee notifies the Association of discontinuance or lack of participation of the Committee, then the Board, or their designees, shall continue the functions of the Committee with like powers.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Highlands shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single Dwelling Unit, he shall apply in writing to the Board for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single Dwelling Unit shall be treated as a single lot for the purpose of applying these Design Rules to said lots, so long as the lots remain improved with one single Dwelling Unit.

8. FINES.

A. All actions and recommendations of the Committee are pursuant to a license that shall be exercised in accordance with the Bylaws and Declarations. That Committee shall have the power to recommend the Board assess fines for the violation of any limitations in accordance with the schedule of fines promulgated by the Board, and which shall become a charge upon the Owner by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot. Such charge shall bear interest at the rate of 8% per annum until paid in full. If in the opinion of the Association, such charge has remained due and payable for an unreasonably long period of time, the Association may, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any Court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every Owner of a lot in the Highlands and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Highlands is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all fines that shall be made pursuant to the Declarations and this paragraph of the Design Rules.

9. REMEDIES

A. In General. Any party to whose benefit these Design Rules inure, including the Association or Board, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Design Rules, but neither the Association nor Board shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Design Rules.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Design Rules shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Design Rules.

10. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Design Rules are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Design Rules. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until twenty (20) years after the effective date, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years,

unless changed in whole or in part by 2/3 vote of those persons who are then the Owners of the numbered lots in the Highlands.

13. SEVERABILITY.

Every one of the Design Rules is hereby declared to be independent of, or severable from, the rest of the Design Rules and of and from every other one of the Design Rules, and of and from every combination of the Design Rules. Therefore, if any of the Design Rules shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Design Rules.

14. GENERAL NOTES

A. Only the Board may approve exceptions to the Declarations and Design Rules in cases involving unusual hardship or clearly unique needs or circumstances.

B. Approvals issued by the Board indicate compliance with the Declarations and Design Rules shall in no way obviate the requirements of regulatory bodies having jurisdiction.


C. Installations performed without the approval of the Board are subject to review by the Committee and corrective action as may be recommended by the Committee and/or required by the Board.

D. Existing non-compliant installations will not be considered as justification for new installations that do not comply with the Declarations and Design Rules.


E. Existing non-compliant installations are required to be brought into compliance if expanded, modified or replaced.


IN WITNESS WHEREOF, each Officer of the Association has executed these Design Rules the day and year first above written.

ASSOCIATION OFFICERS:


Blake Deckard, President


Curt Elliott, Secretary


Chris Snider, Vice President


Jon Becker, Treasurer

IN WITNESS WHEREOF, each Officer of the Association has executed these Design Rules effective the day and year first above written.


BLAKE DECKARD, PRESIDENT


STATE OF INDIANA

SS:

COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared Blake Deckard, President, who acknowledged the execution of the foregoing Design Rules, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 21st day of June, 2015


My commission expires: _____
County of residence: _____


Notary Public # _____

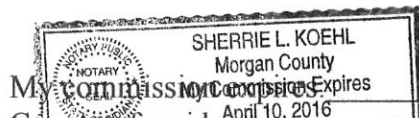

CHRIS SNIDER, VICE PRESIDENT


STATE OF INDIANA

SS:

COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared Chris Snider, Vice President, who acknowledged the execution of the foregoing Design Rules, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 21st day of June, 2015


My commission expires: _____
County of residence: _____


Notary Public # _____

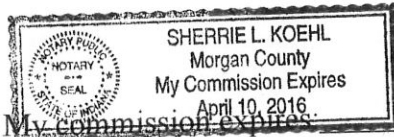
Curt Elliott
CURT ELLIOTT, SECRETARY

STATE OF INDIANA

SS:

COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared Curt Elliott, Secretary, who acknowledged the execution of the foregoing Design Rules, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 21st day of June, 2015



Sherrie L. Koehl
Notary Public #

County of residence: _____

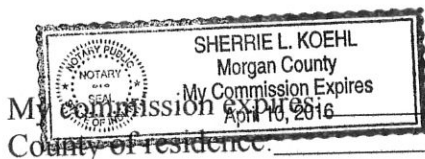
Jon Becker
JON BECKER, TREASURER

STATE OF INDIANA

SS:

COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared Jon Becker, Treasurer who acknowledged the execution of the foregoing Design Rules, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 21st day of June, 2015



Sherrie L. Koehl
Notary Public #

This instrument was prepared by Jon Becker, Treasurer. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jon Becker, Treasurer

Return to: Jon Becker, PO Box 441413, Indianapolis, IN 46244