

Declaration of Covenants, Conditions, and Restrictions  
dated May 15, 2014



These Declaration of Covenants, Conditions, and Restrictions ("Declarations") are made as of the 15<sup>th</sup> day of May, 2014, by The Highlands Property Owners Association ("Association").

WITNESSETH:

WHEREAS, Association presently has its principal office in Hendricks County, Indiana, and

WHEREAS, Association by these Declarations impose those certain 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 Declarations will impose additional covenants, conditions, and restrictions on Owners of each property which is located in the Highlands ("Property"); and

WHEREAS, Association desires to provide for the preservation of property values, amenities and opportunities in the Highlands contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property included within The Highlands, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of The Highlands and each Owner; and

WHEREAS, Association has determined that initially The Highlands shall be a to specific Land Use Classifications under this Declaration; and

ARTICLE I. DEFINITIONS

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. "Budget" means the receipts and expenses for the projected year of Association operation.
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.
7. "Owner" means the record owner in fee title of any Property.

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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."

## ARTICLE II. ASSOCIATION

Section 1. *Formation of the Association.* Past and present Owners have formed and maintained an association known as The Highlands Property Owners Association, to be operated in accordance with applicable laws and the Bylaws and made a part hereof. The purpose of the Association is to provide certain benefits and services to the Highlands and its Owners. The Association will be required to provide only the services described herein and permitted under Indiana law. It is the obligation of each Owner to provide services to their respective property, which are not specified under applicable laws or herein as the obligation of the Association.

## ARTICLE III. EASEMENTS AND RESTRICTIONS

Section 1. *Easement of Use and Enjoyment of Common Areas.* Each Owner shall have a right of way for ingress and egress, by vehicle or on foot and easement of enjoyment into, upon and across his Property now or hereinafter constructed for all purposes. Free passage and access shall at all times be provided and no fence or other obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such free passage or access except for fences along the eastern edge of the Highlands. Such easement shall be appurtenant to and shall pass with the title to every Property, subject to the right of the Association to promulgate rules and regulations to control use of the Common Areas and further subject to the Association Bylaws, as the same are amended from time to time.

Section 2. *Easement for the Performance of Work.* The Association, its officers, agents, contractors, and licensees shall have an easement of access to the Properties for the performance by the Association of its rights and obligations hereunder.

Section 3. *No Unreasonable Interference.* The easements granted herein shall be exercised in such a manner as will not unreasonably interfere with enjoyment or the normal residential purposes carried on within each Property or with the use of each Property for its permitted purposes.

Section 4. *Subject to Existing Easements.* In addition to the easements set forth herein, the Properties shall be subject to all easements and rights of access set forth in any agreement made with Hendricks County or with any utility companies or prescribed in any law, to which Properties are subject, or whether set forth in any other instruments affecting the Properties recorded prior to the recording of this Declaration.

Section 5. *Title to Common Areas.* Fee simple to any former Common Areas shall remain vested in the Owner of the Property upon which any portion of the Common Areas is situated. The Association shall not be vested with title to any former Common Areas.

Section 6. *Retention of Open Space.* The Common Areas shall not be further purchased, developed, unless such purchase or development is consented to in writing by all Owners and pursuant to the Bylaws.

Section 7. *Utility Easements.* Each Owner, their employees, agents and licensees shall have an easement, right, license, and privilege to connect to and make use of, and maintain, repair and replace utility lines, wires, pipes, conduits, sewers, water and drainage line and appurtenances now or hereafter installed in all or any part of the Properties, subject to the requirements of governmental bodies and public utility companies and their ownership of such utilities.

Section 8. *Access Easement.* The Association hereby grant to each other all Owners a permanent easement to enter upon and landscape any Common Areas or any portion thereof. Each Owner shall, at its own cost and expense, maintain and repair the walks, and driveways in its Property and no Association shall claim any permanent right to any Common Areas or any rights of any sort or nature therein except as may be specifically set forth in this Declaration.

Section 9. *Air Rights.* The Association is empowered to acquire, keep, maintain, utilize and transfer air rights appurtenant to the Properties provided however that such maintenance, utilization or transfer shall benefit all of the Properties and provided further that title to any structure built on a particular Property utilizing the aforesaid air rights shall be vested in the Owner of said Property. The exercise, use or sale of such air rights shall require the unanimous vote of all Members.

Section 10. *Managing Agents.* Any managing agents of the Properties shall when designated by the Association have the same, but limited and temporary easements, rights, licenses and privileges of the Association in furtherance of their duties.

#### ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation of the line and Personal Obligation of Assessments.* The Owners hereby covenant and each subsequent Owner of any Property by acceptance of a deed, whether or not it shall be so expressed in any such deed, declaration of condominium or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such

assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest, collection costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Property at the time when the assessment fell due. The personal obligation shall pass on to such Person's successors in title.

Section 2. *Purpose of Assessments: Responsibilities of the Association.* The Assessments levied by the Association shall be used as permitted under applicable laws and exclusively for the purpose of promoting the health, safety, and welfare of the Owners of the Properties, and in particular for the insurance, improvement, and maintenance of any Common Areas, and for the payment for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and the Properties. Each Owner shall for his/her Property and Structures, however, be responsible for: (a) security for that Owner's Property and Structures; (b) lawn mowing; (c) routine maintenance, cleaning, repair and replacement of trees, lawns, planters and shrubs and other landscaping; (d) routine maintenance, repair and replacement (including structural repair or replacement) of fences, playgrounds, playing courts, and other recreational areas and equipment; (e) removal of snow and ice from walks, driveways, and play areas; all maintenance with respect such areas other than the removal of snow and ice on public roads which is the obligation of Hendricks County

Section 3. *Annual Assessments.* After consideration of current maintenance costs and future needs of the Association, the Board shall fix the annual assessment to be paid by each Owner to the Association. The Board shall prepare a budget upon which the annual assessments for the ensuing year will be based and a copy of such budget shall be submitted to each Owner pursuant to the Bylaws.

Section 4. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 2/3 of the Owners at a special meeting duly called for this purpose, pursuant to the Bylaws.

Section 5. *Uniform Rate of Assessments.* Both annual and special assessments must be fixed at a uniform rate for all Properties and may be collected on an annual basis. Each Owner shall pay a percentage of all assessments based upon the number of Properties titled in the Owner's name and total number of Properties.

Section 6. *Quorum for Certain Actions.* At a special meeting called pursuant to Section 4 hereof, the presence at the meeting of Owners or proxies entitled to cast 2/3 of all the

votes shall constitute a quorum. If the required quorum is not forth-coming at any meeting, another meeting may be called, subject to the notice requirement set forth in the Bylaws. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

*Section 7. Date of Commencement of Annual Assessments: Due Dates.* The annual assessments provided for herein shall commence as to all Properties when determined by the Board. The Board shall fix the amount of the annual assessment against each Property at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Property have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

*Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.* Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) calendar days after the due date, the assessment shall bear interest from the date of delinquency at the higher of 8% or maximum rate of interest allowed under laws of the State of Indiana, and in addition to any other remedies permitted under Indiana law, the Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Areas.

*Section 9. Subordination of the Lien to Mortgages.* The lien of the assessments provided for therein shall be subordinate to the lien of any first mortgage on a Property. Sale or transfer of any Property shall not affect the assessment lien. However, the sale or transfer of any Property which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Property from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V. EXTERIOR MAINTENANCE

In the event an Owner of any Property shall fail to maintain Property, older, mature trees, and the improvements situated thereon in a manner satisfactory to the Board, in compliance with applicable laws, or in a manner promoting the health, safety, and welfare of the Highlands and following a) completion of the Enforcement Procedures outlined in the Bylaws, the Association, after reviewing the recommendation of the Enforcement Committee, approval by two-thirds (2/3) vote of the Board, and then three fourths (3/4) vote of the Owners shall have the right, through its agents and contractors, to enter upon said Property and to repair, maintain, and restore the Property, Structures,



and the exterior of the buildings and any other exterior improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Property is subject.

#### ARTICLE VI. RULES, REGULATIONS, AND RESTRICTIONS ON USE OF PROPERTIES

The Association, in accordance with the Bylaws, shall have 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.

1. No Property shall be used in violation of any applicable rule or regulation or other requirement of local, state, and federal government
2. No nuisance or noises of any kind, unwholesome and offensive to the neighborhood, shall be permitted to exist on any Property, not shall any accumulation of rubbish, garbage, junk, or materials of any kind be permitted to remain on any Property.
3. No sand, earth, or sod shall be mined or removed from any Property for commercial profit, nor shall an excavation be allowed to remain open thereon, except as may be necessary during building construction periods or except as may be approved by the Hendricks County Department of Planning and Building. After construction, lawn and landscaping shall be installed and maintained thereafter with aesthetic features and in an attractive manner.
4. There shall be no obstruction of any Common Areas nor shall anything be stored in any Common Areas without the prior consent of the Board.
5. No Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Property or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Owners. No Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated an electronic device, phonograph, radio, television, or other speaker on such Property between 10:00 pm EST and the following 8:00 a.m. EST, if the same shall disturb or annoy other occupants of other Properties, and in no event shall any Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. EST and the following 8:00 a.m. EST. No construction, repair work, or other installation involving noise and a paid contractor shall be conducted on any Property except between the hours of 7:00 a.m. EST and 9:00 p.m. EST, unless such construction or repair work is necessitated by an emergency, a force majeure, or to comply with applicable laws.
6. No radio or television aerial or other antenna shall be attached to or hung from the exterior of any Structure, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of any Structure, except such as are permitted pursuant to the terms of Declaration and/or the Bylaws or

shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Structure without similar approval.

7. All satellites, radio, television, or other electrical equipment of any kind or nature installed or used in each Structure shall fully comply with all rules, regulations, requirements, or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any satellites, radio, television, or other electrical equipment.
8. The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any Property at any reasonable hour of the day, on at least one day's prior notice, to the Owner, for the purpose of inspecting such Property for the presence of any vermin, insects, or other pests which pose a threat to other Properties and solely for the purpose of taking such measures are absolutely necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection, and extermination shall be done according to industry standards, in a professional and workmanlike manner, and so as not to unreasonably interfere with the use of such Property for its permitted purposes.
9. Each Property shall be used only as a residence, and not more than one family may occupy a residence at any one time. Notwithstanding the foregoing, the Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Property.
10. Nothing shall be done in any Property or in, on, or to the Property that will impair the structural integrity of the Property or will structurally change the Property, except as is otherwise provided in the Declarations or in the Bylaws.
11. Except for facilities and any other improvements related to construction, development, sales and rental activities permitted on a Property as hereinafter set forth, residence shall include only homes ("Dwelling Units") and improvements associated with Residential Purposes and uses. "Residential Purposes" includes, but is not limited to, Dwelling Units, single family lots, streets, drives, driveways, entranceways, sidewalks, open spaces, parking spaces, lawn areas, landscaping, swimming pools, other recreational facilities and other amenities or areas appurtenant to Dwelling Units. No retail or wholesale sales operations of any commercial nature may be carried on in the Property except for the construction, development and sale or rental of the Property or portions thereof (including, but not limited to, dwelling units constructed thereon), and except for direct accessory services to the Property or for Residential Purposes, such as utilities, maintenance, and such other services as the Board shall by written consent thereto deem appropriate.
12. 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.

- a. *Method of Obtaining Board Approval:* In order to obtain the approval of the Board, two (2) complete sets of plans and specifications for the proposed Improvements or Development Plans (collectively, the Plans) shall be submitted to the Board or its designee for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, , and nature, type and color of materials as may be reasonably necessary for the Board or its designee to evaluate the proposed Plans. All Plans shall be evaluated based upon Rules and Design Rules which were developed using and incorporating standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, Structures and external design in relation to surrounding topography, Structures and landscaping.
- b. *Approval or Disapproval by the Board:* The Board shall have the right to refuse to approve any Plans which, in its reasonable discretion, are not suitable or desirable at the Highlands. In approving or disapproving Plans, the Board must consult and ensure conformity with applicable laws and shall consider the suitability of the proposed dwelling units, building, Improvements, Structures or landscaping materials of which the same are to be built or planted, the Development Plans or portions thereof, the site upon which such are proposed to be erected, the harmony thereof with the surrounding area, property, dwelling units, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the respective Owners, or builders, as the case may be. The Board shall have ten (10) business days to evaluate and respond to plans submitted for its review. That notwithstanding, in the event the Board fails to approve or to disapprove in writing any proposed Plans and any and all other reasonably requested information and materials related thereto within said ten (10) day period, then said Plans shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith upon request from the Owner. All construction shall be done in accordance with the Plans approved by the Board unless a deviation therefrom has been approved in writing by the Board. However, (i) if any Improvement has been issued a permit, approval, or certificate of occupancy from a governmental body; or (ii) if any Improvement for which the applicable governmental body does not issue a permit, approval, or certificate of occupancy has been completed to the extent that it is in conformity with applicable laws and ready to be used for its intended purpose (collectively, Completion), and the Board does not indicate



disapproval thereof for a period of ten (10) business days after the Completion of such construction, landscaping or other Improvement, then such construction or landscaping shall be deemed to have been approved by the Board. Notwithstanding the foregoing, no Dwelling Unit, Improvement, Structure or other item for which the Board approval is required shall be deemed approved pursuant to the foregoing or allowed to remain which violates any applicable laws, the provisions of this Declaration, any Rules, any Design Rules, or any other governing documents of the Highlands.

- c. *Board to Adopt Rules and Regulations:* The Board shall have the right to promulgate such further rules and regulations as it deems necessary in order to preserve the values and appearance of The Highlands and thereafter, to modify, alter, amend, rescind and augment any of same (collectively "Design Rules") provided that the Design Rules so promulgated shall not be in conflict with the provisions of any of the governing documents. Such Design Rules shall not become effective until approved at an annual or special meeting by 2/3 of the Owners. The Board may adopt a schedule of reasonable fees for the processing of applications which fees shall be subject to the approval of the Board.
- d. *When Approval of Board Not Needed:* If the contemplated Improvement which would otherwise be subject to the jurisdiction of the Board is subject to the jurisdiction of either a governmental entity, the Board shall have the right (but not the obligation) to adopt a resolution delegating any or all of its powers hereunder to such governmental entity. Such resolution shall provide that the procedures for design control and approval as provided in the applicable governing documents shall take precedence over this Declaration whereupon and for as long as said resolution shall be in effect or until revoked by subsequent resolution of the Board. No approval by or from the Board shall be necessary or required for Improvements subject to approval by such entity, provided that such approvals are not inconsistent with this Declaration, any Design Rules, any Rules, or the overall plan of development for the Highlands.
- e. *Effect of Approval:* (i) The Board does not determine or assume any responsibility for the quality of construction or structural soundness of any dwelling units, Structures or other Improvements, and no obligation or liability relating to construction of any dwelling units, Structures or other Improvements shall result from the Board's review or approval of any Plans. Furthermore, the Board does not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. Additional governmental approvals may be required. (ii) Approval or disapproval of plans and specifications by the Board shall be based on aesthetic values and conformance with the Declaration only. Neither the Board, nor its officers, agents, or representatives make any representations or warranties regarding any plans or specifications approved hereunder on any Structures or Improvements constructed according to such plans or specifications. Furthermore, neither the Board, nor its officers, agents or

representatives shall be liable for any loss, damages, injury, or expense arising out of or in any way connected with the performance of their duties hereunder, unless due to gross negligence or willful misconduct.

13. *Landscaping.* All areas of a Property not covered by Structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved by the Board. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Board.
14. *Antennas, Discs, and Flagpoles.* No outside antennas, discs, aerials, antenna poles, antenna masts, electronic devices, antenna towers, citizen band (CB) or amateur band (ham) antennas, or flagpoles not affixed to a dwelling unit shall be permitted on the Property except: (i) if completely inside a dwelling unit; (ii) as may be required for satellite television services designed to comply with applicable local, state, and/or federal regulations; or (iii) as may be approved by the Board. An approved flagpole shall not be used as an antenna.
15. *Temporary Structures.* No tents or temporary Structures shall be permitted on the Property for longer than 24 hours unless their size, appearance, and temporary location have first been approved by the Board. Any signs to be used in conjunction with any tent or temporary Structure must also be approved by the Board.
16. *Factory Built Structures.* No Structure of any kind of what is commonly known as factory built, modular, or mobile home type construction shall be erected anywhere on a Property without the prior approval of the Board.
17. *Signs.* No signs, freestanding or otherwise installed, shall be erected or displayed in or on any portion of a Property unless the placement, character, form, size, lighting and time of placement of such sign be first approved by the Board. No sales price may be displayed on any sign. No flashing signs shall be permitted. All signs must also conform with governmental codes and regulations and with any master design plan for signs established by the Board. Following completion of the Enforcement Procedures of the Bylaws, the Board may summarily remove and destroy all unauthorized signs and same shall not be deemed a trespass. Notwithstanding anything contained herein, the Board shall be under no obligation to approve any signs.
18. *Walls, Fences, and Shutters.* No wall or fence shall be constructed on a Property with a height of more than five (5) feet above the ground level of an adjoining dwelling unit, and no hedge or shrubbery abutting any lot line shall be permitted with a height of more than five (5) feet without the prior approval of the Board. No wall or fence shall be constructed on any dwelling unit until its height, length, type, design, composition, material and location shall have first been approved by the Board. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board, whose decision shall be final. Tornado, storm, or weather shutters, awnings, or shades shall not be stored on the exterior of any Structure without the approval of the Board and all such shutters or shades on any one (1) Dwelling Unit shall, to the extent practicable, be uniform in character.

19. *Clothes Drying Areas.* No portion of a Property shall be used as a drying or hanging area for laundry of any kind unless the drying or hanging area is not visible from any portion of a Property other than the portion owned by the Person owning such drying or hanging area.
20. *Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers, and Trailers.* (a) No commercial truck, commercial van, bus recreation vehicle, mobile home, camper or trailer may be kept on a Property except as set forth in subparagraph (g) below. Commercial vehicles and commercial vans shall include all trucks or vans which bear signs or have printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise. (b) No boats may be kept on Property except as approved by the Board or for a period not to exceed seventy two (72) hours. (c) No Owner or his/her family members, guests, or invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on a Property which is deemed to be a nuisance or in violation of any rules and regulations of the Association or governmental authorities. (d) The Association and the Board shall not be responsible for any damage or theft to vehicles parked anywhere on a Property or street. (e) No vehicle of any kind which is required by applicable law to be registered and/or bear a license plate shall be permitted on a Property unless such requirements have been met. (f) The Board may, but shall not be obligated to, designate certain portions of the Highlands, which may be relocated from time to time, for the temporary parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this paragraph may be, in the sole and absolute discretion of the Board, terminated for such use without cause with five (5) business days prior notice. (g) Excepted from the provisions of this section shall be any vehicles owned, used, or designated by the Board for the purpose of carrying out its duties and obligations under these Declarations.
21. *Pets and Animals.* (a) No livestock or poultry shall be kept, raised or used upon any portion of a Property. Pets shall be prohibited from all portions of the Common Areas except where designated by the Board. (b) obnoxious or dangerous animals, fowl, or reptiles shall not be kept or permitted to be kept anywhere on a Property. The determination of what is or what may be an obnoxious or dangerous animal, fowl, or reptile shall be determined by governmental authorities or the Board in its sole discretion. (c) An owner, by the purchase of his/her dwelling unit, agrees to indemnify the Board and the Owners and hold them harmless against loss or liability of any kind arising from his/her having any animal in the Highlands. (d) The Board may further restrict the keeping of pets and animals outside Structures within the Highlands.
22. *Maintenance of Premises.* No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon a Property and no diseased trees, refuse, dangerous, or unsightly objects shall be allowed to be placed or suffered to remain upon a Property. All lawns, landscaping and sprinkler systems and any property, Structure, improvement and appurtenance shall be kept in good, safe, clean, neat, and attractive condition. Excepted from the foregoing shall be any portion of a Property owned by Owner or its nominee through the period of construction of

dwelling units or other buildings or structures thereon. Upon the failure to maintain the exterior of the premises as aforesaid to the satisfaction of the Board or in violation of applicable laws, and following a) completion of the Enforcement Procedures outlined in the Bylaws, b) approval by two-thirds (2/3) vote of the Board, and c) then three fourths (3/4) vote of the Owners (however such procedures do not have to be followed by the Board in the case of an emergency creating a risk to the health, safety, and welfare of any Person, in which event, Board may with prior notice directly remedy the problem), the Board may, in furtherance of overall plan for the development and uniform appearance of the Highlands, enter upon such premises and make such improvements or correction as may be necessary, the costs of which may be paid by the Board, or billed to the Owner, as the case may be, or the Board may bring an action at law or in equity. Such entry by the Board or their agents shall not be a trespass and by acceptance of a deed for a Dwelling Unit, such party has expressly given the Board the continuing permission to do so which permission may not be revoked. If any Owner, Person, Member, or contractor fails to make payment within fifteen (15) days after request to do so by the Board the payment requested shall be a lien in accordance with provisions hereof or pursuant to Indiana law.

23. *Nuisances.* Nothing may or shall be done on a Property which may be or may become an annoyance or nuisance to any Person, Member, Owner, or the Board. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by the Board whose reasonable decision shall be final.
24. *Wells.* No well shall be drilled or installed on a Property without the prior approval of the Board and the appropriate governmental authorities.
25. *Casualty Destruction to Improvements.* In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by the Board, the owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the dwelling unit in a manner aesthetically satisfactory to the Board or regulatory authorities. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by the Board as provided herein.

#### ARTICLE VII. TERMINATION

This Declaration shall continue until terminated by a recorded instrument which has been executed by one hundred (100%) percent of the Owners.

#### ARTICLE VIII. AMENDMENT



Unless otherwise specified in this Declaration or in the Association Bylaws, this Declaration may be amended, modified, added to or deleted, upon the vote of at least 2/3 of all Owners. No such amendment, modification, addition or deletion shall be effective until signed by at least 2/3 of all Owners and recorded in the Hendrick's County Recorder's Office; provided, however, that any such amendment, modification, addition or deletion may be executed by an officer of the Association as attorney-in-fact for the Owners, which power shall be deemed to be coupled with an interest and each of the officers of the Association is hereby authorized by the Owners to act as their attorney-in-fact for the purpose of executing such amendment, modification, addition or deletion. There shall be attached to each amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the Association Bylaws) in writing without a meeting, in which Certificate shall be described the number and percentage of Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

#### ARTICLE IX. POWER OF ATTORNEY

If any Owner or the Association fails or refuse to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) business days after request therefor, to take any action that the Owner or the Association is required to take pursuant to this Declarations, then the Owners, or any of them, are hereby authorized as attorney-in-fact for the Association, which power shall be deemed to be coupled with an interest, and the officers of the Association or any of them, are hereby authorized as attorney-in-fact for the Owners, which power shall be deemed to be coupled with an interest to execute, acknowledge and deliver such instrument, or take such action, in the name of the Owners or the Association, as the case may be, and such document or action shall be binding on the Owners or the Association, as the case may be. In confirmation of the foregoing power of attorney, each Owner, upon request, shall duly execute, acknowledge and deliver for recording in the Hendricks County Recorder's Office, a power of attorney to be used in accordance with the terms of this Declaration. Notwithstanding anything contained herein to the contrary, the Owner, Board, or Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners pursuant to the Bylaws at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Board or Association for the purpose of suing, or making, preparing, or investigating any lawsuit, or commencing any lawsuit.

#### ARTICLE X. GENERAL

Section 1. *Gender.* A reference in this Declaration to any one gender, masculine or feminine, includes the other one, and the singular includes the plural and vice-versa, unless the context otherwise requires.



Section 2. *Captions.* The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

Section 3. *Severability.* Invalidation of any portion of this Declaration, or any of the covenants or restrictions contained herein by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. *Enforcement.* Following completion of the Enforcement Procedures outlined in the Bylaws, the Board, Association, and then any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Declarations. In any such suit, the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and reasonable attorney's fees.

Section 5. *Capitalized Terms.* All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 6. *Waiver.* No provision contained in this Declaration shall be deemed to have been abrogated or waived by reasons of any failure to enforce the same, regardless of the number of violations or breaches that may occur. The failure of the Board, Association, or of an Owner to enforce any right, provision, covenant, or condition of the Declarations shall not constitute a waiver of the right of the Board, Association, or an Owner to enforce same in the future.

Section 7. *Notices.* Any legal notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as Owner on the records of the Hendricks County Recorder's Office at the time of such mailing.

Section 8. *Covenants to Run with the Land.* All provisions of this Declaration and the Bylaws shall, to the extent applicable and unless otherwise expressly herein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon, and shall inure to the benefit of, the Owner of all or any part thereof, or interest therein, and his/her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in, or for the benefit of, the general public. All present and future Owners, Members, tenants, lessees and occupants of any portion of the Properties shall be subject to, and shall comply with, the provisions of this Declaration and the Bylaws, as they be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any portion or portions of the Properties shall constitute an agreement that the provisions of this

Declaration and the Bylaws, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having, at any time, any interest or estate in such deed, conveyance or lease although such provisions were recited and stipulated at length therein.

Section 9. *Cumulative Rights.* All rights, remedies, and privileges granted to the Association, its designated agent, or an Owner pursuant to any terms, provisions, covenants, or conditions of the Declarations and Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declarations, Bylaws, or at law or in equity.

Section 10. The protective covenants, conditions, restrictions and other provisions of this Declarations shall apply not only to Owners and Members, but also to any other Person occupying an Owner's dwelling unit under lease from the Owner or by permission or invitation of the owner or his/her tenants, express or implied, licensees, invitees or guests. Failure of the Board, Owner or Member to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of these Declarations shall not in any way act to limit or divest the right of the Board or Association of enforcement of these provisions against the Owner, Member, or such Person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his/her tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his/her tenants at any time.

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

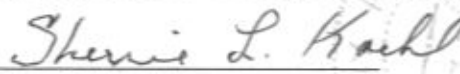
  
\_\_\_\_\_  
BLAKE DECKARD, PRESIDENT

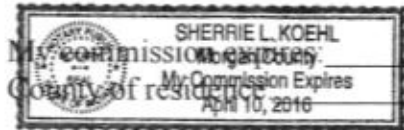
STATE OF INDIANA

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  
Declarations, and who, having been duly sworn, stated any representations therein  
contained are true. Witness my hand and Notarial Seal this 21<sup>st</sup> day of June, 2015

  
\_\_\_\_\_  
Notary Public #



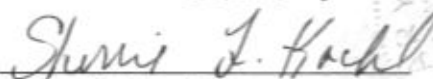
  
\_\_\_\_\_  
CHRIS SNIDER, VICE PRESIDENT

STATE OF INDIANA

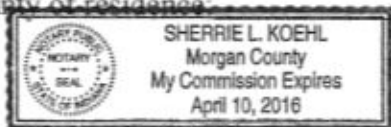
SS:

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  
Declarations, and who, having been duly sworn, stated any representations therein  
contained are true. Witness my hand and Notarial Seal this 21<sup>st</sup> day of June, 2015

  
\_\_\_\_\_  
Notary Public #

My commission expires: \_\_\_\_\_  
County of residence: \_\_\_\_\_





CURT ELLIOTT, SECRETARY

STATE OF INDIANA

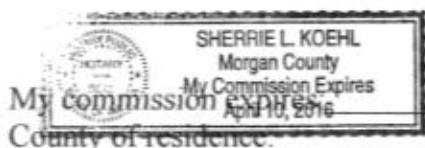
SS:

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 Declarations, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 21<sup>st</sup> day of June, 2015



Notary Public #



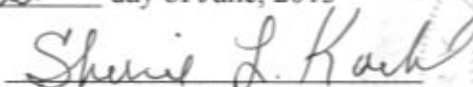
JON BECKER, TREASURER

STATE OF INDIANA

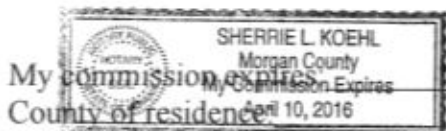
SS:

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 Declarations, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 21<sup>st</sup> day of June, 2015



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