

**NEW DWELLING UNIT AND POOL GUIDELINES  
OF THE HIGHLANDS PROPERTY OWNERS ASSOCIATION**

THESE NEW DWELLING UNIT AND POOL GUIDELINES ("Guidelines") are made effective as of the \_\_\_\_ day of June, 2015, by The Highlands Property Owners Association ("Association").

WHEREAS, the Association by the Guidelines wishes to supplement the Declarations adopted May 2014, Design Rules adopted April 2015, 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 Guidelines 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 Guidelines, 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 Guidelines 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 Guidelines, 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.

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. RULES CONCERNING NEW DWELLING UNITS.

A. Minimum Living Space Areas, Property Size and Set Back Requirements, Fences, Walls, and Screening, Exterior Construction, HVAC and Garages, Diligence in Construction, Time in Which to Build Structures, Prohibition of Used Structures, Provisions Respecting Disposal of Sanitary Waste, General Prohibitions and Rules, Methods of Obtaining Board Approval, and Building Plans and Drawings can be found in the Design Rules and must be consulted along with the Declarations prior to submitting plans for approval.

B. Identical Homes. Similar designs for a new Dwelling Unit may be approved by the Board when the location of the new home would not be visible from the existing Dwelling Unit and would not be located on the same street.

C. Roofs. Roof style, pitch, and shingles shall match those used on other residences within the Highlands. The roof pitch of any new Dwelling Unit should be a minimum of 10:12.

D. Stick Built Homes. New Dwelling Units must be wooden houses constructed entirely or largely onsite; that is, built on the site which it is intended to occupy upon its completion rather than in a factory or similar facility. Mobile homes and modular homes that are assembled in a factory and transported to the site entirely or mostly complete and hence are not "stick-built."

E. Exterior Construction. The finished exterior of every new building constructed or placed on any Property shall be a minimum of 60% brick masonry. Garage doors should be made of a minimum of 24-, 26-, or 28-ga steel backed by rigid-foam insulation and an embossed wood-grain pattern or with a smooth finish. Models should have a baked-on primer and polyester topcoat for maximum rust protection and a minimum warranty period of 10 years. Wood doors should be constructed with a hemlock frame and hardboard panels or solid Douglas fir with a minimum 15 year warranty. Glass window panes are permissible. Dwelling Units shall have an efficient rain-handling gutter system constructed of metals such as aluminum to minimum rust and ensure longevity.

F. BASEMENTS. Any new Dwelling Unit plan which will include a basement is encouraged to incorporate windows and/or exterior doors when feasible. Plans should include floor drains, sump pumps, drain tiles, etc. A well-poured, steel-reinforced concrete foundation is mandatory because it is better at resisting the pressure of water. Alternatives may only be considered if the job site would be more than 90 minutes' driving time from a ready-mix plant and it would be impossible or not economical for the cement truck to reach the site in time to pour the foundation.

G. CRAWL SPACES. Any new Dwelling Unit requiring a crawl space should be constructed to provide at a minimum 32" of clearance. Crawl space and basement perimeter walls should be insulated, sealed to

prevent outside air infiltration, provide adequate conditioned air rates, and include radon-resistant features when required.

H. Contractors. Prior to submitting plans for approval, the Owner is encouraged to consult the Attorney General's Consumer Protection Division and the Better Business Bureau for complaint information on any contractor who is being considered. Local, well-established, reputable, professional, competent, and financially solvent contractors are preferred. Any contractor in bankruptcy, named as a defendant in a legal proceeding initiated by a governmental entity, or unable to be insured or bonded will likely not be approved by the Board. All contractors must show proof of current licensing, bonding, and insurance prior to consideration of any plans. Unsigned, written contracts must contain the price, payment schedule, detailed description of the work and materials (including colors, brand names and patterns), estimated start and completion dates, contractor's name and address, name and telephone number of the person to contact if problems arise, warranty information, etc. Owners are recommended to heed warnings published by the Indiana Attorney General regarding home improvement scams and not to pay for the entire project before the work begins, not to pay more than 1/3 of the total cost as a down payment, and for remaining payments to be tied to completion of specified amounts of work. Owners should consider not making the final payment to the contractor until all subcontractors and/or suppliers have been paid. Written proof of payment should be requested from the contractor to avoid subcontractors or suppliers from filing a mechanics lien against the home. Contractor cannot start work until all permits have been issued.

I. Address Block: Each Dwelling Unit must have an etched or engraved address block (masonry gray color) containing the home's street address surrounded by an inset perimeter boarder. Address blocks should be approximately 16" wide by 7.75" high. Address numerals should be 3.5" in height and the street name should be 1" in height. The etching or engraving shall be black, the Address Blocks should be visible from the street in front of the home, and placement must be approved by the Board. Routine maintenance and updating will be required to ensure accuracy, conformity with the architectural design of the community, and aesthetic appearance.

J. Exterior Post Lights. Each new Dwelling Unit is required to have and maintain one outdoor post light located in the front yard with the approximate distance of 15 feet from the street and 10 feet from edge of the driveway.

K. Surveys. Each new Dwelling Unit plan submitted to the Board must contain a survey created by a registered professional land surveyor containing the location of all existing and proposed improvements and easements.

### 3. RULES CONCERNING NEW SWIMMING POOLS

A. Designs. The Board encourages Owners submit plans which have considered and incorporated pertinent guidelines presented in the Safety Barrier Guidelines for Residential Pools published by the US Consumer Product Safety Commission. The Board will require an acknowledgement that the information and materials located at <http://www.poolsafely.gov/> have been consulted. Designs must conform to state, county, or municipal regulations for pools. The pool design shall include the following safety barriers: 1. Optional. Power operated pool cover certified by the manufacturer to complying ASTM F1346-91 and sufficient to support a load of 485 pounds and 2. Mandatory. Perimeter fencing of at least 5 feet with a self-closing locking gate and in compliance with the Swimming Pool Code 675 IAC 20-4-27 Safety features. Power filtration and pumping equipment supporting a permanent pool may not be located directly opposite a window or outdoor living area of an adjacent residence. Equipment must not be visible from the street in front of the home and be screened by landscaping extending to the full height of the equipment to provide aesthetic and acoustic screening. Construction and landscaping must be completed within three (3) months of Board approval otherwise resubmission and re-approval of plans will be required.

B. Location. In ground swimming pools and fencing shall be located such that no portion extends beyond the line of the rear foundation and no closer to the property line than the required setback for the lot on which it is situated. A swimming pool shall not be located in or on any front yard or closer to any

side lot line than the required minimum side yard setbacks of the dwelling district or located closer to any rear lot line than five (5) feet.

D. Abandoned Pools. Abandoned or unused swimming pools not operational or occupied for periods of thirty (30) days or more shall be equipped with a cover adequate to prevent persons, children, or animals from danger or harm.

#### 4. FINES.

A. All actions and recommendations of the Committee are pursuant to a license that shall be exercised in accordance with the Bylaws, Declarations, and Design Rules. 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 the Design Rules.

#### 5. REMEDIES

A. In General. Any party to whose benefit these Guidelines inure, including the Association or Board, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Guidelines, 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 Guidelines.

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 Guidelines 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 Guidelines.

#### 6. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Guidelines 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 Guidelines. 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.

#### 7. 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.

#### 8. SEVERABILITY.

Every one of the Guidelines is hereby declared to be independent of, or severable from, the rest of the Guidelines and of and from every other one of the Guidelines, and of and from every combination of the Guidelines. Therefore, if any of the Guidelines 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 Guidelines.

#### 9. GENERAL NOTES

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

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

C. Construction 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 Structures or Improvements will not be considered as justification for new Structures or Improvements that do not comply with the Declarations, Design Rules, and Guidelines.

E. Existing non-compliant Structures and Improvements are required to be brought into compliance if significantly expanded, modified or replaced.

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

ASSOCIATION OFFICERS:

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*Kaye York, President*

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*Steve Schuld, Secretary*

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*Chris Snider, Vice President*

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*Jon Becker, Treasurer*