

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
GREY HAWK PLACE SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Grey Hawk Place Subdivision (this “Declaration”), made this \_\_\_ day of \_\_\_\_\_, 2022 by Hickory Hollow LLC, an Indiana limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Plainfield, Hendricks County, State of Indiana, being more particularly described in Exhibit “A,” attached hereto and by this reference made a part hereof (the “Real Estate”); and

WHEREAS, Declarant desires and intends to create on the Real Estate a residential living community to be known as Grey Hawk Place, and Declarant intends to record with the Hendricks County Recorder a subdivision plat for the Real Estate, creating the subdivision; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values in the subdivision. To this end, Declarant desires to subject the Real Estate, to certain rights and privileges, covenants, conditions, restrictions, easements, assessments, charges and/or liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or any part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation and enhancement of the property values in said community, to create an agency to which shall be delegated and assigned the powers of maintaining and administering any common facilities located on the Real Estate; administering and enforcing the covenants and restrictions contained in this Declaration; collecting and disbursing the assessments and charges imposed and created hereby; and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarant has or will cause to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name Grey Hawk Place Homeowners' Association, Inc., or a similar name, as the agency responsible for the functions referenced in the immediately preceding recital paragraph.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is hereby and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate and the residential community as a whole and of each of the Lots situated therein.

## **ARTICLE I** **DEFINITIONS**

The following words, when used in this Declaration or in any instrument supplemental hereto (unless the context shall clearly provide otherwise), shall have the following meanings:

**“Act”** shall mean and refer to the Indiana Not-For-Profit Corporation Act currently in force as of the date of recordation of this Declaration, as amended from time to time.

**“Applicable Date”** shall mean and refer to the earlier of: (i) the date on which Declarant has sold and transferred, to third parties unrelated to and unaffiliated with Declarant, one hundred percent (100%) of the Lots (as hereinafter defined); or (ii) the date which is ten (10) years from the date on which Declarant has sold and transferred, to a third party unrelated to and unaffiliated with Declarant, the first Lot conveyed.

**“Articles”** shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time.

**“Association”** shall mean and refer to Grey Hawk Place Homeowners' Association, Inc., an Indiana not-for-profit corporation, or any similarly-named, renamed or successor corporation or organization, formed for the purposes of maintaining and administering any common facilities located on the Real Estate; administering and

enforcing the covenants and restrictions contained in this Declaration; collecting and disbursing the assessments and charges imposed and created hereby; and promoting the health, safety and welfare of the Owners (as hereinafter defined) and all parts of the Real Estate.

**“Board”** or **“Board of Directors”** shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, By-Laws and/or this Declaration.

**“By-Laws”** shall mean and refer to the Code of By-Laws of the Association, as the same may be amended from time to time.

**“Committee”** shall mean and refer to the Architectural Review Committee comprised of the Developer (defined below) or its assigns. Upon the Applicable Date, the Developer (or its assigns) shall no longer constitute the Committee, and membership of the Committee shall at such time automatically transfer to the Board of Directors.

**“Common Expenses”** shall mean and refer to: (i) expenses of administration of the Association; (ii) expenses for the upkeep, maintenance, repair and/or replacement of the Common Properties; (iii) expenses for snow removal on Roadways; (iv) all sums lawfully assessed against the Owners by the Association; and (v) all sums, costs and expenses declared by this Declaration to be Common Expenses.

**“Common Properties”** shall mean and refer to those areas of the Real Estate that are intended to be devoted to the common use and/or enjoyment of the owners of Lots and the members of the Association, as well as any portions of the Real Estate deemed Common Properties for purposes of assessments and any portions of the Real Estate deemed Common Properties by the provisions of this Declaration.

**“Developer”** shall mean and refer to Hickory Hollow LLC and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including (but not limited to) any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant, its successors or assigns.

“**Lot**” shall mean and refer to any and each portion of the Real Estate designed and intended for use as a building site for, or developed and improved for use as, a single-family residential dwelling unit, including any parcel of land shown and identified as a lot on an approved and recorded plat of any part of the Real Estate.

“**Member**” / “**Members**” shall mean and refer to a member / the members of the Association.

“**Member in Good Standing**” or “**good standing**”, as used herein and in reference to any Member of the Association, shall mean a Member who is current in the payment of all dues and assessments rightfully assessed against such Member or such Member’s Lot(s) pursuant to the terms of this Declaration, and who is otherwise not in violation of any of the terms or provisions of this Declaration.

“**Owner**” shall mean and refer to the fee simple owner or owners of record of a Lot as shown by an instrument recorded in the office of the Recorder of Hendricks County, Indiana. Individuals or entities who or that acquire their interest in any Lot as a purchaser under an installment purchase agreement (i.e. “land contract”) shall not be considered an “Owner” for purposes of this Declaration until such time that a deed is recorded by which they are vested with fee simple title to the applicable Lot.

“**Plat**” shall mean and refer to the recorded plat of the Real Estate creating the formal subdivision.

“**Roadway(s)**” shall mean and refer to the public roadway(s) located within the bounds of the Subdivision that serve as the primary vehicular access to the Lots.

“**Subdivision**” shall mean and refer to Grey Hawk Place, the residential subdivision being developed within the bounds of the Real Estate.

## **ARTICLE II** **PROPERTY SUBJECT TO DECLARATION**

The real property that is subject to the terms and provisions of this Declaration shall be all of the Real Estate as defined and described in Exhibit “A,” attached hereto and made a part hereof.

**ARTICLE III**  
**PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1. Members' Easements and Enjoyment**

Subject to the provisions of Article III, Section 2 below, every Member has the right and easement of enjoyment to use the Common Properties and such easement is appurtenant to and granted with any transfer of any Lot and will pass with the transfer of title to the future Owner(s) of each Lot.

**Section 2. Extent of Members' Easements**

The rights and easement of enjoyment created by this Declaration are subject to the following conditions:

- a. The Association has the right to take steps as it deems reasonably necessary to protect the Common Properties from foreclosure or other judicial attachment. This provision shall not be intended to allow the Association to encumber any Common Properties owned by it with a mortgage or to otherwise pledge the Common Properties, or any portion thereof, as collateral, and the Association shall not do so;
- b. The Association has the right to charge reasonable assessments to Owners in order to defray the costs of upkeep, maintenance and/or replacement of the Common Properties; and
- c. The Association has the right to promulgate reasonable rules and regulations regarding the use of the Common Properties in order to protect the Common Properties, the Owners and the Owners' property values.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership**

Every Owner of a Lot shall, automatically upon acquiring such ownership interest, become and be a Member of the Association, and shall remain a Member until such Owner's ownership interest in and to the applicable Lot ceases. Individuals or entities who or that acquire their interest in any Lot as a purchaser under an installment purchase agreement (i.e. "land contract") shall not be considered an "Owner" for purposes of this Declaration until such time that a deed is recorded by which they are vested with fee simple title to the applicable Lot.

## Section 2. Classes of Voting Membership; Voting Rights

The Association shall have two (2) classes of voting membership, as follows:

- a. Class A Members. Class A members shall be all Owners other than Declarant (unless Class B membership has been converted to Class A membership as provided in the immediately following subparagraph).
- b. Class B Members. The Class B member shall be the Declarant. The Class B membership shall automatically cease and be converted to Class A membership upon the Applicable Date (as defined in Article I above) or upon delivery by Declarant to the Association of a written instrument by which Declarant resigns as a Class B member.
- c. Voting Rights. Each class of voting membership of the Association shall have the respective voting rights set forth below:
  - i. Except for matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall exercise all voting rights with respect to any matter submitted to a vote of the members of the Association and shall have one (1) vote for each Lot of which Declarant is the Owner. For those matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall have six (6) votes for each Lot of which Declarant is the Owner. Until the Applicable Date, except for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, the Class A members shall have zero (0) votes with respect to any matter submitted to a vote of the members of the Association.
  - ii. From and after the Applicable Date and, prior to the Applicable Date for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner. Where more than one person, or one or more entities, or some combination thereof collectively constitutes the Owner of a Lot, only a single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A member, and no vote may be split between multiple Owners of any such Lot. Until the Applicable Date, except for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, the Class A members shall have zero (0) votes with respect to any matter submitted to a vote of the members of the Association.

### **Section 3. Proxy Voting**

Votes at an annual or special meeting may be cast by written proxy. All proxies shall be in writing, signed by the Member having the right to cast the vote(s), shall designate the person who may cast the vote(s) by proxy, and shall identify the Lot(s), by lot number, for which the proxy vote(s) may be cast.

## **ARTICLE V** **PAYMENT OF ASSESSMENTS AND FEES LEVIED BY THE ASSOCIATION**

### **Section 1. Obligation to Pay Assessments**

With the execution and recording of this Declaration and the Plat(s) of the Subdivision, Declarant, as owner and developer of the Real Estate, has created an obligation to pay certain assessments, applicable to each Lot. The subsequent Owners of each Lot, by accepting the conveyance of such Lot through deed or any other conveyance instrument, are deemed to accept the obligation to pay all assessments applicable to such Lot.

The assessments which the Owners of Lots are obligated to pay to the Association include the following:

- a. annual assessments;
- b. special assessments; and
- c. one-time capitalization assessment.

### **Section 2. Purpose of Assessments**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and the Real Estate and for aesthetical purposes related thereto.

Allowable uses for assessments shall include, but are not limited to:

- a. maintenance, upkeep, repair, replacement and/or additions to the Common Properties and any property and/or improvements maintained by the Association;
- b. snow removal from Roadways;
- c. the costs of operation of the Association, including legal, accounting and management fees;
- d. insurance premiums paid by the Association.

### **Section 3. Types of Assessments**

#### **a. Annual Assessments**

Annual assessments shall be due on July 1<sup>st</sup> of every calendar year. Each Owner shall be responsible for payment of the annual assessment(s) applicable to such Owner's Lot(s). The initial amount of the annual assessment shall be the sum of Two Hundred Twenty-Five dollars (\$225.00) per Lot owned.

The amount of the annual assessment may be increased by the Board of Directors in any particular year by a maximum of ten percent (10%) over the previous year's assessment amount. Any increase of more than ten percent (10%) over the previous year's amount shall require approval of the Members as set forth in Article V, Section 6 below.

Full annual Assessments shall commence upon the Lot Owner(s) receiving a Certificate of Occupancy for their dwelling. Until such time as a Certificate of Occupancy is obtained, the Lot Owner(s) shall pay one-half (50%) of the full annual Assessment. At the initial closing whereby Declarant deeds a Lot to an Owner for the first time, the annual Assessment for remaining assessment period shall be prorated and collected at closing.

#### **b. Special Assessments**

Any special assessment imposed by a vote of the Association Members as provided in Article V, Section 6 below shall be imposed upon each Owner. A special assessment shall be paid by each Owner within thirty (30) days of notification by the Association to the Owner that such special assessment is due.

### **Section 4. Personal Responsibility for Payment of Assessments; Creation of Lien**

All assessments are the personal responsibility of the Owners, jointly and severally, of each Lot against which such assessments are made and shall be paid in the time frame established by this Declaration and/or the Association By-Laws. All unpaid assessments shall constitute a continuing lien against the applicable Lot(s) until such assessments are paid in full.

### **Section 5. Failure to Pay an Assessment**

An assessment that remains unpaid thirty (30) days after the assessment is due will be considered past due. Past due assessments shall generate interest at the rate of eighteen percent (18%) per annum (or the maximum rate allowed by the laws of the State of Indiana, if such allowed rate shall be less than eighteen percent (18%) per annum), beginning the date the assessment becomes past due and continuing until the assessment has been paid in full. In addition to the aforementioned interest, all Association costs of collection, including related attorneys'

fees and court costs, will be charged to and shall be the sole responsibility of the Owner of the applicable Lot. The assessments, together with interest if collected as past due and the costs of collection if incurred, including attorneys' fees and court costs, shall be the personal responsibility and obligation of the Owner of the applicable Lot and shall constitute a charge and continuing lien against the applicable Lot until paid in full. All persons having an ownership interest in the applicable Lot are jointly and severally liable for the payment of assessments, interest and costs of collection, including attorneys' fees and court costs.

## **Section 6. Changes in the Amount of Monthly Assessments; Establishment of Special Assessments and Emergency Assessments**

### **a. Notice of Meeting of the Association to Consider Assessment Changes or the Establishment of a Special Assessment**

Changes in the amount of the monthly assessment of more than ten percent (10%) over the previous month's assessment amount may be approved at either the annual meeting of Association Members or at a special meeting of Association Members. Special assessments also may be approved and imposed from time to time at either the annual meeting or a special meeting of Association Members.

If a change of more than ten percent (10%) in the amount of the monthly assessment, or the imposition of a special assessment, is to be considered at a meeting of Association Members, the Association shall provide to the voting Members of the Association at least thirty (30) days' prior written notice of the date, time and place of such meeting and notice of the fact that consideration of a change of more than ten percent (10%) in the monthly assessment amount or the imposition of a special assessment will be a subject for possible action at the meeting.

### **b. Quorum at an Association Meeting called to Consider a Change in the Monthly Assessment Amount or to Discuss Imposing a Special Assessment**

To establish a change of more than ten percent (10%) in the monthly assessment amount, or to impose a special assessment, a quorum shall be present, either in person or by written proxy, representing at least sixty-five percent (65%) of the total number of votes of both classes of voting Members at a meeting at which such change of the monthly assessment or the imposition of a special assessment is being considered. No voting shall occur without the required quorum.

The vote necessary to adopt a change of more than ten percent (10%) in the monthly assessment amount, or to impose a special assessment, shall be the vote of at least sixty percent (60%) of the votes cast, in person or by written proxy, at the meeting at which such matter is considered and at which a quorum is present.

In the event that a quorum is not present at a meeting at which a change of more than ten percent (10%) in the monthly assessment amount, or the imposition of a special assessment, is to be considered, a

subsequent meeting may be called, subject to notice to the voting Members of the date, time and place of the meeting mailed at least thirty (30) days prior to the meeting, and the quorum for such subsequent meeting shall be one-half (1/2) of the required quorum for the initial meeting.

No subsequent meeting shall be held more than thirty (30) days after the initial meeting.

#### **Section 7. Notification to Association Members**

Any notice required to be given by the Association to Members or Owners shall be deemed sufficient notice if given by first class U.S. mail, postage prepaid, addressed to the person(s) and the address for each Lot as indicated in the records of the Treasurer of Hendricks County, Indiana, for the mailing of real estate tax statements. Any Member or Owner may provide to the Association a different person and/or address for receipt of such notices, in writing, and the Association shall use such person and/or address for all future notices until notified in writing to use a different person and/or address.

#### **Section 8. Developer Exclusion.**

At no time shall Developer be subject to, or be required to pay, any Assessment due to, or charged by, the Association.

### **ARTICLE VI FORMATION AND OPERATION OF ASSOCIATION**

#### **Section 1. Incorporation of Association**

The Association shall be an Indiana not-for-profit corporation and shall conduct business by and through its Board of Directors.

#### **Section 2. Board of Directors**

The Board of Directors shall be charged with protecting the health, safety and welfare of the Owners/Members and their interests in the Real Estate and the Common Properties. Until the Applicable Date, the Board may consist of from one (1) to three (3) Directors as appointed by Declarant, with such Directors not required to be Members of the Association. Following the Applicable Date, the Members of the Association shall elect a Board of Directors as prescribed by the Association's Articles of Incorporation and By-Laws.

### **Section 3. Officers of the Association**

The Board of Directors shall appoint a President and Vice President from among the directors. The President shall serve as the chairperson of the Board of Directors and shall preside over meetings of the Board and the Association. The Vice President shall preside over meetings of the Board and the Association in the absence of the President.

The Board of Directors shall appoint Members in good standing within the Association to serve the Association in the positions of Secretary and Treasurer. The Secretary and the Treasurer shall serve at the pleasure of the Board without term limitations. The Secretary and the Treasurer shall not be members of the Board of Directors by virtue of his/her position as Secretary or Treasurer; however, a director may be appointed Secretary or Treasurer. A director may hold more than one position at the same time except that the President may not also serve as Secretary or Treasurer.

The Secretary shall maintain the records of the Association Members and shall take and maintain minutes of the meetings of the Board of Directors and the Association.

The Treasurer shall collect, deposit and hold all monies collected on behalf of the Association and shall disburse monies on behalf of the Association as directed by the Board of Directors for the benefit of the Association Members.

### **Section 4. Decisions and Meetings of the Board of Directors**

Except as may be required elsewhere in this Declaration for quorum determination purposes, following the Applicable Date, a majority of the members of the Board of Directors shall constitute a quorum upon which decisions may be determined with a simple majority vote. In the event of a tie vote on any matter, that particular matter shall be tabled until such time that additional Board members are present at a meeting at which the matter shall be considered once again, and this meeting shall be no more than thirty (30) days following the initial meeting. In the event there is still a tie vote, then the President shall cast the tie-breaking vote, even if the President

has previously cast a vote on the particular matter. In the event the President in such circumstance has previously abstained from the vote, then the tie-breaking vote shall be cast by the Vice President, even if the Vice President has previously cast a vote on the particular matter.

### **Section 5. Snow Removal**

The Association shall provide snow removal for the Roadway(s) upon accumulation of three inches (3”) or more of snow. The Association will not provide snow removal on any Lot, sidewalk or driveway.

## **ARTICLE VII ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS**

### **Section 1. Improvements on Lots**

- a. Easements for the installation and maintenance of public utilities or drainage facilities are reserved, depicted and indicated on the recorded Plat(s). All utilities shall be underground unless prohibited by government regulations or reasonable construction practices dictate above ground construction. In the event government regulations prohibit underground utilities, or if reasonable construction practices dictate above ground construction, then it is understood and agreed that in such case it shall not be considered a violation of the provisions of the easement if wires or cables carried by pole lines pass over some portion of a Lot outside of the easement area as long as such wires or cables do not hinder the construction of buildings on the Lot or the reasonable use of the Lot by the applicable Lot Owner.
- b. All Lots shall be designated as residential lots and shall be sold and used for primarily residential purposes. No building that is specifically intended for business or commercial purposes shall be erected on any Lot. Notwithstanding the foregoing, home-based businesses shall be permitted on a Lot provided that the following criteria are met:
  - i. The business is conducted entirely indoors;
  - ii. The business involves no retail customer traffic;
  - iii. The business involves no pick up or deliveries from trucks larger than a standard UPS / Fed Ex truck and pick up / delivery of items no more frequently than one (1) time per calendar day;
  - iv. The business involves no outdoor signage; and
  - v. The business meets the Town of Plainfield Zoning Code for Home Occupation, and any required approvals or registration is secured through the Town of Plainfield to operate a Home Occupation on any Lot.
- c. Any residential dwelling, placed, altered or restored on a Lot must be approved in writing by the Committee prior to the commencement of such activity. Such approval will be made upon the submission of satisfactory plans to the Committee, including a scaled map indicating the location of the subject improvement(s) on the Lot, the size and the setback from Lot lines. The proposed plans

and specifications must include a construction schedule which calls for the completion of construction within one (1) year after commencement. All Owners shall allow the Committee or its representative(s) access to the construction site in order to carry out necessary inspections or observations required under this restriction. Upon written approval by the Committee, the applicant will be issued a building permit. No Committee building permit shall be issued to any person who is not in good standing.

The requirement to obtain a Committee building permit is in addition to and does not relieve the applicant of the requirements to obtain an improvement location permit, building permit or any other necessary permit(s) from the proper authorities of the Town of Plainfield, Indiana or otherwise.

In the event that construction has commenced but is not completed within eighteen (18) months after the issuance of a Committee building permit, the applicant must reapply for a Committee building permit. The Committee may impose a reasonable fee for issuance of a second building permit.

Sidewalks shall be installed on all Lots, by the Lot Owner, within eighteen (18) months of Lot purchase, regardless of whether or not construction of a dwelling has been commenced or completed.

The requirement to renew a Committee building permit is supplemental to the Association's rights under this Declaration. Any construction without required permits will be considered a violation of this Declaration and the Association may take action using any remedy available under Indiana law.

- d. Each dwelling in the Subdivision shall be under one (1) roof and only one (1) dwelling shall be allowed on any single Lot.
- e. Dwellings must be constructed on an approved foundation. Basement, crawl space, and slab foundations are allowed. Any footings and other foundation improvements must be constructed in compliance with Indiana State and Town of Plainfield building codes.
- f. Any residential dwelling erected or placed upon any Lot shall have not less than one thousand eight hundred (1,800) square feet (excluding open porches, breeze-ways, terraces, garages and basements) on the ground floor; and a minimum of eight hundred square feet (800) on the second floor, if any. All dwellings shall be new construction and shall be "stick-built" on site (i.e. no prefabricated dwellings that are brought to the site in sections shall be allowed). Reassembly of a previously disassembled structure shall not be considered new construction. For purposes of this section, engineered trusses and wall panels shall be considered to fall within the parameters of "stick-built" construction and shall be allowed.
- g. The maximum building height of any residential dwelling shall not exceed thirty-five (35) feet. For purposes of the foregoing restriction, the building height shall be measured from the highest point of the proposed finished graded at the perimeter of the residential dwelling to the highest point on the roof of the residential dwelling.
- h. Roofs over the primary / main portion of any principal residential dwelling (i.e. excluding portions of the structure such as porches and dormers) must have a minimum 8/12 pitch. Metal standing seam-roof is allowed, when appropriate with architectural style.

- i. All residential dwellings, including attached garages shall be constructed of 100% brick or masonry on the first floor. For any second floor or gable area, hardy plank, cement-fiber board, or similar exterior material(s) are permitted. No aluminum or vinyl siding material shall be allowed on any dwelling.
- j. All windows installed in any residential dwelling shall be of a wood, wood clad material or vinyl material.
- k. All residential dwellings shall have an attached garage with space for not less than two (2) automobiles or not less than four hundred eighty-four (484) square feet exclusive of areas set aside for HVAC, water heater and the like. Attached garages must use same architectural rules and materials as the dwelling, as approved by the Committee.
- l. No detached storage buildings, outbuildings, garages, mini barns, sheds, or the like shall be permitted on any Lot, except for a pool house related to an inground swimming pool. Pool houses must conform the same architectural materials as the dwelling, and shall be approved by the Committee.
- m. Fences. No silver chain link fence without vinyl coating shall be allowed; nor shall any wood or wood shadow box fencing be allowed on any Lot. No fencing on any Lot for enclosure of said Lot shall be higher than four (4) feet. Exceptions to these guidelines may be applicable to in-ground swimming pools with the express written approval of the Committee. No fence is allowed in the front yard of any Lot, i.e. must extend beyond the front corner of the home. Fences shall be installed only with the express, prior and written approval of the Committee.
- n. No above-ground swimming pools shall be permitted on any Lot. In-ground swimming pools must be approved by the Committee and fencing standards must be met by local municipal guidelines. Automatic pool covers shall not substitute for a fence.
- o. No Lot may be subdivided in order to create more than one (1) building site on the Lot.
- p. The colors of exterior building materials used on the buildings on any lot may be limited by the Developer to a certain color range or palette. Exterior colors on existing structures, including the color of the roofing/shingles, brick, soffit and siding, shall not be changed without the express, prior and written approval of the Committee.
- q. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than forty-five (45) days from the time of such destruction or damage.
- r. The Developer will designate a standard mailbox and mailbox post design for all Lots; as well as the location for all mailboxes, which shall be placed in clusters according to plans approved by the Town of Plainfield, Indiana. Owner shall be responsible for the installation of such standard mailbox and mailbox post. Mailbox and post are to be maintained at Owner's expense.
- s. All driveways shall be hard-surfaced with 100% concrete from the point of connection with the abutting street to the point of connection with the garage apron.

- t. Two carriage lights on the garage on each residential dwelling are to be installed on each Lot at the time of construction of the residential dwelling. The design and placement of such lights are subject to Committee approval. The Owner shall maintain the lights in the operating condition at all times.
- u. Except as otherwise approved by the Developer, all outside lighting shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the any Owners in the vicinity.
- v. No outside speakers or towers of any description or satellite dish antennas greater than twenty-four (24) inches in diameter will be permitted on any Lot without the express, prior and written approval of the Committee. The Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems appropriate.
- w. No sump pumps which discharge directly into the street through a curb shall be allowed on any Lot. All sump pumps must discharge to the drainage easement in the rear of the subject Lot.
- x. No building shall be located nearer to any street than the building setback line show on the Plat. The setback areas designated on the recorded Plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.
- y. No clothesline shall be located on any Lot. No laundry shall be left outdoors overnight or any time on Saturdays or Sundays.
- z. No geothermal or solar heating system shall be installed on any Lot without the prior approval of the Committee.
- aa. No temporary storage sheds shall be erected or situated on any Lot, except those used by the builder during the construction of an approved residential dwelling on a Lot.
- bb. No signs or advertisements shall be displayed or placed on any Lot without the express, prior and written approval of the Committee, other than signs provided by Developer or the Association and/or one sign of not more than six square feet for the purpose of advertising the sale of the Lot and/or residential dwelling.
- cc. Decorative lawn ornaments shall not be placed in the front or side yards of any Lot.
- dd. All play or sports equipment, playground swings or other play facilities must be in the rear yard of any Lot, and must receive Committee approval. No play or sports equipment may be placed at any time in the sidewalk area, driveway or Roadway. No tents or free-standing awnings are permitted. Awnings attached to rear of home may be permitted per Committee approval.
- ee. Sod shall be installed in the front and side yards on all Lots. A minimum of two (2) trees at, with a two (2) inch minimum caliper, shall be installed in each front yard. Owner shall be responsible for the installation and maintenance of sod and trees. The placement of trees are subject to Committee approval.

## **Section 2. Roads, Parking and Vehicle Limitations**

- a. Any damage to the Roadway that is caused by excessive vehicle weight or by negligent driving shall be repaired at the sole cost and expense of the Owner(s) by or on behalf of whom the damage was caused. Such liability shall extend to Owner(s) in cases in which the guest(s) of such owner(s) damage the Roadway through negligent driving or excessive vehicle weight.
- b. Each Owner shall provide parking facilities on such Owner's Lot for the parking of vehicles owned by the Owner and those of their guests. There shall be no parking allowed on the Roadway other than for overflow parking in connection with a particular event to be held on a particular Lot.
- c. No Member shall conduct or allow overnight parking or outdoor storage of commercial vehicles constituting in excess of a one (1) ton class pickup truck within the Subdivision except as may be necessary during construction. No semi-tractors or tractor-trailers shall be allowed to park within the Subdivision, whether outdoors or indoors, except as may be necessary during construction or for deliveries.
- d. No vehicle known as a four-wheeler, "side-by-side," ATV, dirt bike, mini-bike, go-cart or similar type vehicle shall be used on the Real Estate, including the Roadway, unless such vehicle has a valid license plate and is equipped so that it may be legally operated on the public roads of Indiana. This restriction shall not restrict the use of golf carts on the Roadway, provided such use is first approved by the Town of Plainfield. All golf carts operated after dark must be equipped with and use headlights and taillights. Flashlights or other portable lights are not an acceptable substitute. All motorized vehicles must be operated by an individual holding a valid state-issued driver's license.
- e. No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Lot unless housed within a garage building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put on blocks or covered with a tarpaulin and it remains in such condition for a period of seven (7) consecutive days. No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be left on the Roadway for a period of two (2) consecutive days. Vehicles left in violation will receive a warning letter from the Association to comply or if no response may be towed by Association and at Owner's expense.
- f. There shall be no unlicensed and/or inoperable motor vehicles, boats, trailers, etc. kept or maintained outdoors within the Subdivision. Any such items shall be stored and maintained within the attached garage.
- g. There shall be no vehicle maintenance or repair conducted outdoors within the Subdivision, except for washing and waxing.

## **Section 3. Obligations to Protect the Enjoyment of Other Members and Guests**

- a. No noxious or offensive activities shall be carried on or performed within the Subdivision which shall constitute a nuisance to the Owners or occupants of other Lots. Owners and their guests shall keep easements, Lots and Common Properties free of all trash, rubbish and refuse.

- b. No Owner shall burn garbage or other refuse on any Lot, nor shall any Owner accumulate out-of-doors any such refuse on any Lot.
- c. Owners shall maintain their Lots in an orderly manner and shall trim trees and other vegetative growth in such a manner as to allow passage and visibility for drivers using the Roadway. If there is disagreement as to whether adequate passage or visibility is provided in any circumstance, the decision of the Association in such matter shall be final.
- d. Owners shall maintain all areas of their respective Lots up to the Roadway.
- e. Camping is not permitted in the Subdivision.
- f. Use of firearms on the Real Estate is prohibited. There shall be no hunting, trapping or other molesting of animals within the bounds of the Subdivision, except that moles may be trapped.
- g. Dogs, cats or other usual household pets may be kept on a Lot so long as such pets are not kept, bred, or maintained for any commercial purpose; and further provided the number of pets meets the Town of Plainfield Ordinance regulation on this subject matter. Domesticated animals shall be fenced and shall not run loose or become a nuisance to any Owner. Underground electrical or similar fencing that serves to keep domesticated animals such as dogs on the applicable Owner's Lot shall be deemed acceptable fencing. There shall be no farm animals kept within the bounds of the Subdivision. The Association may regulate and control the maintenance of household pets by publishing rules and regulations as it deems necessary from time to time.
- h. No dog houses or kennels are permitted on any Lot, nor are animals to be left chained on any Lot. All animals are to be kept on a leash while outside if not within a fence. The owner of an animal is responsible for cleaning up residue left by the animal.
- i. Prior to home construction, all Lot frontages shall be mowed a minimum of every two weeks during the grass growing season; with the remainder of the Lot mowed a minimum of every two months. After home construction, all Lots shall be mowed a minimum of every ten (10) days during the grass growing season. At no time shall any Lot have grass height in excess of twelve (12) inches.
- j. Each Lot Owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state or repair. Owners shall be solely responsible for the trimming of all trees, plants, shrubs and/or bushes on their Lot. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from the street, except on days of collection
- k. It is the responsibility of the Lot Owner to maintain a clean and safe construction site during construction of the dwelling, or any other improvement upon their Lot. Such responsibility shall be placed upon the Lot Owner's builder/contractor by including such language in any construction contract concerning construction on the Lot. Immediately upon commencement of construction

activities, a stone driveway area shall be created on the Lot to minimize mud and debris carryover to the Roadways. In order to ensure the continued operation of the underground street drains, building contractors must be required by the contractual agreement signed the Lot owner to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall not be allowed on the Lot or to carry over any Lot line. If the construction site is not maintained in conformity with this section, the Association reserves the right to perform such cleanup functions that it deems necessary to protect the interests of the Subdivision and will invoice the violating Lot owner for any such costs or damages, which invoice shall be an obligation of the subject Lot Owner to pay, same as an assessment under Article V of this Declaration. During construction of the primary dwelling, the Lot Owner, or their contractor, shall be required to provide and maintain on-site, at a minimum: (1) sanitation service in form of a portable toilet; and (2) a minimum six (6) yard roll off dumpster for all construction trash and debris.

**ARTICLE VIII**  
**DEVELOPER'S ACCESS RIGHTS**

Developer hereby declares, creates and reserves an access license over and across all of the Real Estate for the use of Developer and its representatives, agents, designees, contractors and affiliates during the period in which Developer owns any Lot, other than Lot(s) owned by Developer for Developer's personal residential purposes. Notwithstanding the foregoing, the area of the access license created hereby shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or the foundation of a building properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access rights only to the extent reasonably necessary and appropriate and such parties shall, to the extent reasonably practicable, repair any damage or destruction caused by reason of such parties' exercise of this access license.

**ARTICLE IX**  
**DURATION; AMENDMENTS**

**Section 1. Duration; General Amendments**

The covenants, obligations, rights, duties, liabilities, terms and provisions established in this Declaration shall run with the Real Estate and shall be binding on all parties claiming under them for a period of twenty (20) years following the date of recordation of this Declaration. Following such initial twenty (20) year period, this instrument shall thereafter be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of record of a majority of the Lots has been recorded in the office of the Recorder of Hendricks County, Indiana changing, modifying or terminating this Declaration in whole or in part; provided, however, that no modification or termination of this Declaration shall terminate or otherwise affect any easement hereby created and reserved unless all persons and entities entitled to the beneficial use of such easement shall consent thereto.

Notwithstanding the foregoing, this Declaration may be amended at any time following the Applicable Date and during the initial twenty (20) year term by an instrument signed by the then owners of record of at least seventy-five percent (75%) of the Lots, recorded in the office of the Recorder of Hendricks County, Indiana, changing or modifying the terms of this Declaration in whole or in part; provided, however, that no modification or termination of this Declaration shall terminate or otherwise affect any easement hereby created and reserved unless all persons and entities entitled to the beneficial use of such easement shall consent thereto.

Notwithstanding any other provision of this Article IX, no amendment to this Declaration shall be adopted which constitutes an Amendment of a Material Nature (as such term is hereinafter defined) unless approved by a vote of eighty-five percent (85%) in the aggregate of both classes of members of the Association. For purposes of this provision, the term “Amendment of a Material Nature” means any amendment to this Declaration that:

- a. Changes or reduces the voting rights of the Class A member(s);
- b. Allows the Board of Directors to increase in any particular year the amount of the monthly assessment by more than ten percent (10%) over the previous month's assessment amount;
- c. Terminates the rights of the Owners to use any of the Common Properties in a manner allowed by this Declaration;
- d. Changes the boundaries of any Lot;
- e. Permits the convertibility of Lots into Common Properties; or
- f. Imposes any new restrictions on an Owner's right to sell or lease its Lot.

## **Section 2. Amendments by Developer**

Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot (other than a Lot owned for Developer's personal residential purposes), to make any technical amendments to this Declaration without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: (i) to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; (ii) to conform with zoning covenants and conditions; (iii) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency, or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or (iv) to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided, however, that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

### **Section 3. Recording**

Each amendment to this Declaration need be executed only by Developer in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President of the Association and the Secretary of the Association; provided, however, that any amendment requiring the consent of Developer pursuant to provisions contained elsewhere in this Declaration shall contain Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Hendricks County, Indiana, and no amendment shall become effective until so recorded.

## **ARTICLE X MISCELLANEOUS**

### **Section 1. Right of Enforcement**

Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hendricks County, Indiana shall be grounds for an action by Declarant, the Association, any Owner and/or any or all persons or entities claiming under any of the foregoing, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that neither Declarant nor any Owner nor the Association shall be liable for damages of any kind to any person or entity for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.

### **Section 2. Delay or Failure to Enforce**

No delay or failure on the part of any aggrieved party, including without limitation the Association and the Declarant, to invoke any available remedy with respect to any violation or threatened violation of any

covenants, conditions or restrictions enumerated in this Declaration or in a plat of any part of the Real Estate shall constitute a waiver by that party of, or an estoppel of that party to assert, any right available to it upon the occurrence, recurrence or continuance of such violation.

**Section 3. Severability**

Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

**Section 4. Section Headings**

The section headings preceding the various sections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. 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.

**Section 5. Applicable Law**

This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of the date first above written.

DECLARANT:  
Hickory Hollow LLC, an Indiana limited liability company

By: \_\_\_\_\_  
Larry K. Good, Member

(Notary Acknowledgment on separate attached page.)

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF HENDRICKS            )

Before me, a Notary Public in and for said County and State, personally appeared Larry K. Good, as Member of Hickory Hollow LLC, who acknowledged the execution of the foregoing Declaration, for and on behalf of such entity, to be his voluntary deed and act for the uses and purposes expressed therein.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

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 (Ben Comer).

This instrument was prepared by Ben Comer, Attorney-at-Law, COMER LAW OFFICE, LLC, P.O. Box 207, Plainfield, Indiana 46122.

**Exhibit “A”**  
Legal Description of Real Estate