

JOSEPH P. O'CONNOR  
MARION COUNTY ASSESSOR  
Jan 19 2024 PM 02:23  
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SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER  
E-090303595 AB

A202400005333

01/23/2024 07:02 AM  
FAITH KIMBROUGH  
MARION COUNTY IN RECORDER  
FEE: \$ 35.00  
PAGES: 43  
By: ER

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Cross-References: A198800106116, A198800106117, A198800106118,  
A198900089269, A199000076688, A199000076689

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**CONSOLIDATED, AMENDED, & RESTATED DECLARATION OF  
COVENANTS, EASEMENTS, & RESTRICTIONS OF COUNTRY CLUB  
PINES**

This *Consolidated, Amended, & Restated Declaration of Covenants, Easements, & Restrictions of Country Club Pines* ("Declaration") is made this 9th day of January, 2024, by Country Club Pines Association, Inc., an Indiana nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, R & P Enterprises, Inc., d/b/a R.P. Milhouse, a California corporation ("Developer") was the sole owner in fee simple of all of the lands contained in the area described in Exhibit A (description of Section I only), attached hereto and made a part hereof, ("the Real Estate"); and,

**WHEREAS**, Developer developed the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B (overall description), upon which Developer or its assigns constructed residential facilities which shall be known as the "Country Club Pines Subdivision" ("Country Club Pines" or the "Development") and which were platted by Developer with the Section I Plat being recorded on October 18, 1988, in the Office of the Recorder of Marion County, Indiana as Instrument Number A1988000106116, and the Section II Plat being recorded on July 30, 1990, in the Office of the Recorder of Marion County, Indiana as Instrument Number A199000076688, and the Section III Plat being recorded on July 30, 1990, in the Office of the Recorder of Marion County, Indiana as Instrument Number A199000076689; and,

**WHEREAS**, on October 18, 1988, the *Declaration of Covenants, Easements and Restrictions of Country Club Pines*, was recorded with the Office of the Recorder of Marion County, Indiana as Instrument Number A198800106117 ("the Plat Declaration"), and which has been amended from time to time; and,

**WHEREAS**, on October 18, 1988, the *Supplemental Declaration of Covenants and Restrictions of Country Club Pines* was recorded with the Office of the Recorder of Marion County, Indiana as Instrument Number A198800106118 ("the Supplemental Declaration"); and,

**WHEREAS**, the Plat Declaration is incorporated into the Supplemental Declaration pursuant to the Supplemental Declaration's preamble; and,

**WHEREAS**, paragraph 8(A) of the Supplemental Declaration permits the amendment of the Supplemental Declaration, and through incorporation also permits the amendment of the Plat Declaration, all by the approval of the Owners of at least seventy-five percent (75%) of Country Club Pines Lots and ninety percent (90%) of eligible Mortgagees, subject to the limitations of Indiana Code § 32-25.5-3-9; and,

**WHEREAS**, after written notice was duly given, a special meeting of the Owners being the members of the Association, was held on September 12, 2023, and reconvened on January 9, 2024; and,

**WHEREAS**, a purpose of said special meeting was for the Owners and any eligible Mortgagee to vote upon this consolidated, amended, and restated Declaration; and,

**WHEREAS**, at said special meeting, the Owners of at least seventy-five percent (75%) of Country Club Pines Lots, in person or by proxy, voted in favor of consolidating, amending, and restating the Plat Declaration and the Supplemental Declaration pursuant to the terms below, and all requirements pertaining to eligible Mortgagees were met, with a true and accurate and certified copy of the minutes for such meeting being attached hereto as Exhibit "C"; and,

**WHEREAS**, this consolidated, amended, and restated Declaration subjects all platted Lots and lands within the Development to the following mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit and complement of Lots and lands in the Development and future homeowners thereof, with such platted Lots and lands held, conveyed, hypothecated or encumbered, used, occupied and improved subject to the following Restrictions, 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 Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein; and,

**WHEREAS**, all of the Restrictions shall run with the Lots and lands in the Development and shall be binding upon all 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 Restrictions to further insure that the Development and use of the various Lots in the Development are harmonious and do not adversely affect the value of surrounding lots within the Development; and,

**WHEREAS**, the Restrictions are further intended to provide for maintenance of the Landscape Island, Easement Area, and Common Area, which includes any retention/detention ponds, and improvements located or to be located in the Development, which are common benefit to the Owners of the various Lots within said Development, and to that end are also made for the purpose of establishing certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of the Development.

**NOW, THEREFORE**, pursuant to the foregoing, the Plat Declaration and Supplemental Declaration are hereby consolidated, amended, and restated as follows:

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

- (i) "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of paragraph 10 herein.
- (ii) "Association" shall mean the "Country Club Pines Association, Inc.", its successors and assigns which has been created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for Common Expenses and the cost of such other services as may be desired for the common benefit of all Owners.
- (iii) "Committee" shall mean the Country Club Pines Architectural Review Committee, composed of three (3) members, who may be members of the Board of Directors, or otherwise who may be appointed by the Board of Directors and who shall be subject to removal by the Board of Directors at any time with or without cause.
- (iv) "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plats.
- (v) "Common Property" shall mean all real and personal property which is in the nature of common or public improvements or areas, in which is located in, upon, or under the Common Area, easements, or streets within Country Club Pines. Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curves, water mains,

fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(vi) "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Area, Common Property, or Easement Area, snow removal and trash removal (to the extent, if any, provided by the Association), taxes assessed against any Common Area, Common Property, or Easement Area, and any other cost or expense incurred by the Association for the benefit of the Common Area, Common Property, or Easement Area, and shall also include the costs of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, street lights, or other improvements constructed by the Developer.

(vii) "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

(viii) "Mortgagee" shall mean any holder, insurer, or guarantor of any first mortgage on any Lot.

(ix) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

(x) "Easement Area" shall mean those areas set aside for and included within the boundaries of one or more Lots and designated as an easement on the plats of Country Club Pines, which includes the landscaping areas, various easements for utilities, sewers, storm drainage, and retention/detention ponds.

## **2. CHARACTER OF THE DEVELOPMENT.**

A. In General. Every numbered Lot in the Development is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential Lots in the recorded plat shall be Common Area and shall be used in a manner consistent with all applicable zoning requirements and the teems and provisions hereof.

B. Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential Lots without the advance written approval of the Committee. Any outbuilding approved by the Committee shall be constructed in a

location such that it is substantially hidden from view from all streets in the Development, meaning that no more than twenty-five (25%) of the outbuilding may be visible at any time from any street view vantage point. All outbuildings must also conform to the following criteria, which may be supplemented from time to time by the Committee:

- (i) No outbuilding shall exceed 120 square feet;
- (ii) All outbuildings shall be composed of materials that match the Lot's dwelling house (e.g., shingles, siding, and trim); and
- (iii) All outbuildings shall have an exterior color scheme: (a) that matches the color scheme of the Lot's dwelling house; or (b) that matches the adjacent woods for such Lots that abut wooded areas; and

**C. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited.** No dwelling house constructed on any of the residential Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

**D. Other Restrictions.** All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

### **3. RESTRICTIONS CONCERNING SIZE, PLACEMENT, AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.**

**A. Minimum Living Space Areas.** All dwelling houses will have at least two (2) bedrooms, an attached garage and a minimum of Nine Hundred (900) square feet of living area for a single-story structure, and One Thousand Two Hundred (1,200) square feet of living area for a multi-level structure (in either case exclusive of basements, porches, garages, carports and accessory uses).

#### **B. Residential Setback Requirements.**

(i) **In General.** Unless otherwise provided herein or on the recorded plats, no dwelling house or above-grade structure shall be constructed or placed on any residential Lot in the Development, except as provided herein.

(ii) **Definitions.** "Side line" means a Lot boundary line that extends from the road on which a Lot abuts to the rear line of said Lot. "Rear line" means the Lot boundary line that is farthest from, and substantially parallel to, the road

on which the Lot abuts, except that on corner Lots, it may be determined from either road.

(iii) Front Yards. The front building setback lines shall be as set forth upon the plats of the Development, but the minimum front building setback distance from all right-of-way lines will be twenty-five (25) feet.

(iv) Cul-de-sacs. If the particular Lot abuts a cul-de-sac, the front building setback line shall be as shown on the plat of that Lot.

(v) Side Yards. The side yard setback lines shall maintain a minimum distance of four (4) feet between side yard lot lines and buildings; provided that the aggregate distance between two (2) buildings is a minimum of ten (10) feet.

(vi) Rear Yards. The rear setback line shall be at least twenty (20) feet. Notwithstanding anything on the recorded plat to the contrary, the rear setback line for Lot 41 of the Development shall be thirty-five (35) feet.

C. Fences, Light Fixtures, Etc., Mailboxes, Lawns, and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence, exterior light fixture, basketball goal, hot tub or other exterior structure must be approved by the Committee as to size, location, height and composition before it may be installed. Any fencing in the Development will first be approved in advance by the Committee; no fence will be higher than six (6) feet; no fencing will extend forward of the furthest front corner of the home. Fencing style and color will be consistent with the Development as determined by the Committee.

D. Exterior Construction. The following requirements shall be applicable unless the Committee shall approve otherwise: (i) All utility facilities in the Development will be underground, except where required to be placed above-ground by the individual utility supplier; (ii) Each driveway in the Development will be of concrete or asphalt material; (iii) No additional parking will be permitted on a Lot other than in the existing driveway; (iv) Each dwelling house will have a continuous concrete sidewalk from the driveway to the front porch; (v) No outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground in the Development; (vi) All windows in the Development will be factory or on the job painted, no raw aluminum windows will be permitted, and all windows will have an approved thermal break, (vii) All gutters and downspouts in the Development will be factory or on the job painted; (viii) All roofing in the Development will be of a consistent color scheme and a shingle-type material with weight no less than two hundred thirty-five (235) pounds per square and rating of Class A; (ix) All roof pitches will be six to twelve (6:12) or greater; (x) No metal, fiberglass or similar type material awnings or patio covers will be permitted in the

Development, unless approved by the Committee pursuant to paragraph 6 herein; (xi) No above-ground swimming pools will be permitted on any Lot in the Development; and (xii) Modular-type construction is not permitted in the Development; however, pre-fabricated home components such as walls, roof trusses, etc. will not be considered modular-type construction.

**E. Heating Plants.** Every dwelling house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the dwelling house. Heating plants shall have ductwork capable of handling central air conditioning.

**F. Damaged Structures.** No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than nine (9) months from the time of such destruction or damage.

**G. Prohibition of Used Structures and Modular Homes.** All structures constructed or placed on any numbered Lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot, nor shall modular constructed structures be placed on any Lot.

**H. Maintenance of Lots and Improvements.** The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (i) Mow the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- (iv) Cut down and remove dead trees; and
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly, including without limitation the prompt repair of peeling paint, replacement of missing or damaged shingles, repair or replacement of rotten wood trim and other rotten wood elements, cleaning of mold, mildew, or algae from siding and other exterior elements, and repair of broken or misaligned garage door components.

**I. Lot Access.** All Lots shall be accessed from the interior streets of the

Development and no Lot shall be accessed directly from Country Club Road.

**J. Sight Obstructions.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjoining street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Lot lines and a line connecting points twenty-five (25) feet from the intersection of said street Lot lines (or in the case of a rounded property corner, from the intersection of said street Lot lines extended to form a corner). The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street Lot line with the edge of a driveway pavement or alley line. As to any trees or other plants located within said sight line areas, the Owner thereof shall maintain the foliage line of such trees or ether plants at a sufficient height to prevent obstruction of such sight lines.

**K. Remedies for Failure to Comply.** In the event that any Owner falls to fully observe and perform the obligations set forth herein, the Association and any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including attorneys' fees and court costs, shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against defaulting Owner's Lot, subject to payment and collection in the manner provided for collection of Assessments by the Association. The rights in the Owners and the Association under this paragraph shall be in addition to all other enforcement rights hereunder or at law or in equity.

#### **4. EASEMENTS AND PROPERTY RIGHTS.**

**A. Easements.** There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, to be perpetual hereof, in favor of the Association, its successor and assigns, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable television), signage, landscaping, earth berms, lakes, retention ponds and such other further public service or community oriented facilities as the Association may deem necessary in any Common Area, Easement Area, Landscape Island, streets and rights-of-way as shown on the plats of the Development. Provided, however, the disturbed area shall

be restored as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within any Easement Area, except such structures as may be required in connection with the purpose of any such easement. There is hereby specifically reserved for the benefit of the Association a landscape easement in those areas designated as such on the plats of Country Club Pines which the Association shall maintain in accordance with good husbandry practices, including a landscape easement for maintenance of the Landscape Island as shown on the plats. Additionally, an easement is reserved for the benefit of the Association and its agents, across any and all Lots for the limited purpose of providing access to Easement Area to provide for the proper maintenance and repair of the landscaping, utilities and other facilities located therein; provided, however, that any persons entering upon a Lot under the rights granted hereunder shall be responsible for the repair of any damage resulting from the use of any area disturbed thereby.

**B. Rights to Common Property.** Title to all Common Property shall be held in the Association, and each Owner shall have, as a non-exclusive, reciprocal easement appurtenant to such Owner's Lot, a right of access to such Owner's Lot over all streets and the right to the use of all Common Area for their intended purposes; provide, however, that any Owner's (including such Owner's guests or invitees) use of any such Common Area shall be at their sole risk; and provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof.

**C. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (i) The right of the Association to charge reasonable admission and other fees, and to establish reasonable rules and regulations for the use of any such Common Area;
- (ii) The right of the Association to suspend the voting rights and right to use of the Common Area by any Owner for any period during which such Owner shall be in default in the payment of any assessment levied by the Association or for any other violation of the Association's governing documents, including without limitation this Declaration, the Association's By-Laws, or any rules and regulations adopted by the Association's Board of Directors.
- (iii) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the members at any annual or special meeting. No such dedication or transfer shall be effective unless an instrument signifying agreement to such dedication or transfer and signed by

a majority of the Owners has been recorded with the Office of the Recorder of Marion County, Indiana.

**D. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, such Owner's right of enjoyment to the Common Area to the members of such Owner's family, tenants, or contract purchasers who reside on the property, and subject to the rules and regulations of the Association, to such Owner's guests and invitees.

## **5. MISCELLANEOUS PROVISIONS AND PROHIBITIONS.**

**A. Nuisances.** No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Association or any Owner in the Development in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. No noxious or offensive activities shall be carried on upon any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development. The Association and its agents shall not be liable for any damage which may result from enforcement of the provisions of this paragraph.

**B. Construction of Sewage Lines.** All sanitary sewage lines on the Lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Department of Public Works. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of permission to proceed.

**C. Signs.** No signs or advertisements shall be displayed or placed on any Lot or structures in the Development without the prior written approval of the Committee, except that no such prior written approval is necessary for signs advertising the sale of the Lot, signs indicating that the lot is subject to security monitoring or similar services, or for certain political signage as per applicable local ordinance and Indiana Code § 32-21-13-1 *et seq.*, as may be amended or recodified from time to time.

**D. Animals.** No animals shall be kept or maintained on any Lot in the Development except the usual household pets, and, in such case, such household pets

shall be kept reasonably confined indoors and kept reasonably quiet, and shall be attended to and on a leash whenever outdoors, so as not to become a nuisance.

**E. Vehicles Parking.** All campers, trailers, recreational vehicles, boats, commercial vehicles or similar vehicles, other than ordinary family passenger vehicles (including vans), shall be parked in the garage with the garage door closed such that it is not visible to the occupants of other Lots in the Development or the users of any street in the Development; except for temporary periods not exceeding forty-eight (48) hours and except as the Committee may otherwise approve.

**F. Garbage, Trash and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on the Lot except as may be permitted in subparagraph G, below. All dwelling houses in the Development shall be equipped with a garbage disposal unit.

**G. Trash Receptacles.** Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made and except as necessary to ensure prompt repair of any damaged receptacle.

**H. Model Homes.** No Owner of a Lot in the Development shall build, or permit the building upon said Lot of, any dwelling house that is to be used as a model home or exhibit home.

**I. Temporary Structure.** No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot. Overnight camping is not permitted on any Lot for a period exceeding forty-eight (48) consecutive hours.

**J. Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purpose of this subparagraph J. There is hereby reserved an easement to be perpetual for all such drainage facilities as the same may now exist or may hereafter exist from time to time over all Lots on the Real Estate. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their Lots in conformity with specifications and recommendations of the Committee.

**K. Utility Services.** No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by the Board of Directors. All utility facilities in the Development will be underground, except where required to be placed above ground by the individual utility supplier.

**L. Wells and Septic Tanks.** No water wells shall be drilled on any of the Lots in the Development without the approval of the Committee. No septic tanks shall be installed on any of the Lots.

**M. Antennas.** Exposed antennas and satellite dishes shall not be permitted in the Development; provided, however, to comply with the Federal Telecommunications Act of 1996, and the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), Owners may install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Only one (1) dish may be installed on each dwelling house, unless additional dishes are required to receive additional or unique transmissions that cannot be received by a previously installed dish. The Committee reserves the right to require written verification for the installation of additional dishes upon a dwelling house.

The OTARD Rule allows associations to designate a preferential order of placement for dishes in their community. To that end, the Committee requires satellite dishes be mounted in a location on the Lot that is the least visible from the street directly in front of the Lot, but which will not hinder or prevent signal reception. This specific order of location priority is:

- 1) To the rear of a Lot's dwelling house;
- 2) To the side of a Lot's dwelling house; and
- 3) The front of a Lot's dwelling house.

Therefore, an Owner must install a satellite dish on the rear portion of the Lot's dwelling house if acceptable reception can be received from that location. If acceptable reception cannot be obtained from the rear of a Lot's dwelling house, then the dish may be located on the side of the Lot's dwelling house if adequate reception can be received from that location. If adequate reception cannot be received from a location on the side of the Lot's dwelling house, then a dish may be located on the front of a Lot's dwelling house. However, if a dish is located on the front of a Lot's dwelling house, the Committee has the right to ask the Owner to provide written proof from a reputable dish installation company or expert that the Owner's dish had to be placed on front of the dwelling house to receive signal reception.

The Owner must follow this preferential placement guideline when such Owner installs a satellite dish on such Owner's dwelling house. If the Committee determines that the Owner did not properly follow the preferred placement order when installing the satellite dish, the Committee has the right to require the Owner to move the dish to another location that is less visible from the street, so long as the relocation of the dish does not substantially impact or degrade the reception of the device.

An Owner is responsible for properly repairing any damage resulting from the installation or mounting of a satellite dish.

Unless authorized by law, all other antennae, aerials or devices, towers or radio antennae that are not covered by the OTARD rule are prohibited on any dwelling house in the Development without prior written approval from the Committee. Satellite dishes existing as of the recording of this subparagraph (M), are grandfathered and do not have to be moved according to this provision.

**N. Solar Energy Systems.**

- (i) Pursuant to paragraph 6 herein, all solar energy system projects must be approved in writing by the Committee prior to the commencement of any construction or installation activities on the Lot. The Owner must also obtain all necessary city/county permits to the extent such permits are required. It is recommended that Committee approval be obtained prior to seeking necessary city/county permits.
- (ii) Solar energy systems may only be installed in locations approved by the Committee. Unless otherwise approved by the Committee, the system may not be installed in a location other than: (a) the roof of the dwelling house of the Owner installing the system; (b) on another structure approved by the Committee and located on the installing Owner's Lot; or (c) within a fenced yard or patio owned and maintained by the Owner of the Lot.
- (iii) Subject to criteria set forth in this subparagraph and applied by the Committee, Owners may install roof-mounted solar panels or solar shingles. Surface panels (*i.e.*, panels mounted to the walls/siding or the ground) are discouraged and will not generally be approved by the Committee unless the same can be installed in such a way that they are not visible from any street or neighboring Lot.
- (iv) Roof-mounted panel designs will generally be approved by the Committee only on non-street-facing sides of roofs. Proposals to install roof-mounted panels on street-facing sides of roofs will only be considered by the Committee if the Owner can prove to the Committee's satisfaction that the solar panels cannot function at one hundred percent (100%) of their intended efficiency unless installed on the street-facing side of the roof.
- (v) Roof-mounted solar shingles may be approved on the street-facing sides of roofs, subject to the criteria set forth in this subparagraph and such other criteria as may be adopted and applied by the Committee.

(vi) Roof-mounted solar panels must conform to existing roofing geometry, must be flush with the roof, and must be installed at the same angle and slope of the roof. The top edge of the panels may not extend above the roof peak and must be located entirely within a boundary defined by the roof eaves and peak. The panel height above the existing roof surfaces must be minimized as much as is practically possible.

(vii) All solar shingles must conform to existing roofing geometry, must be flush with the roof, and must be installed at the same angle and slope of the roof. Solar shingles must contain a non-glare finish on the surface.

(viii) All solar shingles must be a textured or matte finish and have a color scheme that matches the existing roof shingle color scheme.

(ix) In no event may solar panels or solar shingles extend beyond the roof line.

(x) Any exposed electrical conduit must be color-matched (e.g., power-coated) to the roof.

(xi) Surface panels or other systems mounted to the ground or building surfaces must be fully enclosed so that the system is not visible from any street or neighboring Lots. Required visual screening for surface panels or other systems installed on a Lot may include, but are not limited to: (a) shrubbery, trees, or other noninvasive plant species; or (b) decorative fencing that meets the requirements of any local ordinance, the Declaration, Association architectural guidelines, or any other applicable governing document of the Association.

(xii) If a system is installed within a fenced yard or patio owned by the Owner, no portion of the system may protrude above the top of the fence line.

(xiii) Depending on the location of the Lot and the intended style and location of solar energy system to be installed, the Committee may require additional screening to ensure minimal visibility from streets and/or neighboring Lots.

(xiv) The system must be installed by a known and reputable, licensed, and insured solar energy system contractor.

(xv) The Committee may insist that certain types of warranties be obtained in conjunction with the project and may request proof of such warranties as a condition of approval.

(xvi) Solar energy systems will not be approved – and are subject to removal by the Association – in any of the following circumstances: (a) the system

threatens public health or safety; (b) the system violates a law or ordinance; (c) the system is installed on property owned and/or maintained by the Association; (d) the system is installed on any other property that is not owned or maintained by the Owner; (e) the system has a frame, support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace; (f) the system is installed in a manner that voids material warranties; (g) the system substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a reasonable person of ordinary sensibilities; (h) the Owner installed the system prior to obtaining written approval from the Committee; (i) the system, or any aspect thereof, has not received Committee approval; and/or (j) the system is installed in a way that deviates from the written approval issued by the Committee.

(xvii) In its discretion, the Committee may, from time to time, apply other criteria for installation of solar energy systems based upon Lot location, harmony of design, visibility to streets and/or neighboring Lots, suitability of materials and contractors, workmanship, and effect on property values. This means requests will be considered on a case-by-case basis.

(xviii) Other Alternative Energy Systems. No other alternative energy systems, including, but not limited to windmills, wind turbines, geothermal systems, and other alternative sources of energy may be installed on any Lot unless approved, in writing, by the Committee. Such alternative energy systems are subject to the same application process and procedures as set forth herein for solar energy systems and as set forth in paragraph 6 of the Declaration. The Committee may, in its discretion, impose specific guidelines regarding the installation of alternative energy systems, including, but not limited to regulations as to size, type, and location. Additionally, the Committee may, in its discretion, refuse to permit installation of alternative energy systems in the Development. In reaching its decision, the Committee may consider factors such as, but not limited to, Lot location, harmony of design, visibility from streets and neighboring Lots, suitability of materials and contractors, workmanship, effect on property values, and any other aesthetic or subjective standards the Committee deems appropriate.

(xix) Enforcement. Any system installed in violation of this subparagraph or paragraph 6 of the Declaration may be removed by the Association or its agents. The Association may enforce against such a violation by any means available at law or in equity, and in the same manner of enforcement as set forth in Paragraph 11 of the Declaration. The Association shall have the right to recover any costs incurred in enforcing against a violation of this subparagraph and/or Paragraph 6 of the Declaration, including, but not limited to expenses, court costs, and attorneys' fees.

## **O. Rentals.**

(i) General Purposes of Leasing Restrictions. The Association's members recognize that an owner-occupant generally is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner-occupants maintain their property better than renters, generally. The Association's members wish to ensure that the residents within the Development share the same proprietary interest in and respect for the Lots, the Common Area, the Common Property, the Easement Area, and all other lands within the Development. They also want to encourage residents to not only maintain property values, but also to improve them and recognize that owner-occupants generally have more incentive to do so compared to non-owner occupants. They further want to maintain the congenial and residential character of the Development, and to limit investment purchasers, institutional buyers, and others from buying properties within the Development solely for the purpose of leasing or renting the Lots in the subdivision. Thus, the provisions of this subparagraph (O) shall be applicable notwithstanding any other provision set forth in the Declaration.

(ii) Limit on the Number of Leased Lots (“the Rental Cap”). In order to ensure that the residents within the Development share the same proprietary interest in and respect for the Lots, the Common Area, the Common Property, the Easement Area, and all other lands within the Development, no more than ten (10) Lots may be leased or rented at any given time for exclusive occupancy by one (1) or more non-Owners, whether for consideration under a lease, as compensation for employment, for barter, as a gift, or pursuant to any other arrangement.

Prior to the execution of any lease, and in addition to the other requirements set forth in this subparagraph (O), the Owner must notify the Association's Board of Directors and managing agent in writing of the Owner's intent to lease their Lot. After receiving such notice, the Board of Directors or managing agent shall advise the Owner if their Lot may be leased or whether the Rental Cap is at its maximum. If the maximum number of Lots is already being leased, the Board of Directors or managing agent shall place the Owner on the waiting list in priority order based on the date notice from the Owner was received and shall notify the Owner of that Owner's position on the waiting list.

When all existing non-Owner occupants vacate a Lot, the Owner of that Lot shall immediately notify the Board of Directors and managing agent of such fact and that Lot cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Lot. An Owner on the waiting list who obtains the opportunity to rent or lease their Lot must

present an executed lease to the Board of Directors and managing agent within sixty (60) days from the date of notice that said Owner may rent or lease their Lot, or that Owner will forfeit their position on the waiting list.

(iii) Family Occupancy, Estate Planning, and Land Contract Purchasers.

- (a) For purposes of this subparagraph (O), a Lot is exclusively occupied by one (1) or more non-Owners if the Owner of the Lot, or a member of the Owner's family as defined herein, does not also correspondingly occupy the Lot as their principal place of residence. For purposes of this subparagraph (O), a member of the Owner's family includes a spouse, a child, a step-child, a parent, a parent of a spouse, a grandparent, a grandparent of a spouse, a grandchild, a step-grandchild, a sibling, a niece, or a nephew.
- (b) Any Lot owned by a Trustee or Fiduciary shall not be deemed to be a rental provided that a resident of the Lot is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate.
- (c) Any party claiming an interest less than fee simple absolute title that is not a contract seller will be considered a non-Owner occupant unless they have paid at least a minimum of ten percent (10%) down payment as part of their initial purchase price of their purchase contract, and any instrument or contract evidencing purchase must be recorded with the Office of the Recorder of Marion County, Indiana for the Lot. Otherwise, land contract purchasers are not considered Owners for purposes of this subparagraph (O), and any land contract / seller-financing agreement purchaser of a Lot will be considered a non-Owner occupant.

(iv) Twenty-Four Month Waiting Period: Hardship Exceptions. For a period of at least twenty-four (24) months after an Owner's acquisition of title to a Lot, the Owner cannot rent or lease their Lot for exclusive occupancy by one or more non-Owner occupants. After such twenty-four (24) month waiting period expires, said Lot will be eligible to be leased if all other conditions in this subparagraph (O) are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. In the case of the transfer of ownership of a Lot, and which was properly leased under these restrictions by the previous Lot Owner, the new Lot Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Lot Owner, if they desire to lease their Lot, must meet all requirements of this subparagraph (O), including the foregoing twenty-four (24) month owner-occupancy requirement.

(v) Notwithstanding this subparagraph (O), if an Owner wishes to lease their Lot prior to the end of the twenty-four (24) month waiting period or be exempt from any other restriction set forth in this subparagraph (O), the Owner may apply to the Association's Board of Directors for an undue hardship exception and waiver. If a majority of the entire Board of Directors approves in writing of the Owner's undue hardship request, the Board of Directors may, in its discretion, approve a lease if the Owner establishes to the satisfaction of the Board of Directors that the waiting period or other rental restriction will cause undue hardship and the Owner satisfies all other requirements of this subparagraph (O). Examples of an undue hardship may include: (i) death of an Owner; (ii) divorce of an Owner; (iii) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Development due to a change of employment or retirement of at least one (1) of such Owners; (iv) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners; (v) military service of an Owner; and (vi) other similar circumstances. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board of Directors and may not be overturned by any court unless shown to violate federal or state law.

(vi) General Lease Conditions.

- (a) All leases, including renewals, shall be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Association's Board of Directors.
- (b) A copy of each executed lease by an Owner which identifies the tenant(s) shall be provided to the Association's Board of Directors and managing agent by the Owner within thirty (30) days after execution. However, the rental amount may be redacted as well as any other personal identifying information such as social security numbers.
- (c) No portion of any Lot other than the entire Lot shall be leased for any period.
- (d) No subleasing shall be permitted.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations adopted by the Association's Board of Directors, as amended, to the same extent as if the tenant(s) were an Owner and a member of the Association.

- (f) The Owner shall supply copies of the foregoing governing documents to the tenant(s) prior to the effective date of the lease. The Owner and the tenant(s) shall also submit to the Association's Board of Directors and managing agent a signed statement acknowledging that the tenant has read the Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations, and all amendments thereto, and that the tenant(s) agree(s) to comply with all the provisions in such documents.
- (g) All leases shall provide for direct action by the Association and/or any Owner against the tenant(s) with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Association's Board of Directors shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.
  - (i) All Owners who do not reside at the Lot shall provide the Association's Board of Directors and managing agent with the name of the tenant(s) and any other residents of the Lot.
  - (j) All occupancy must comply with local ordinances, as amended from time to time.
- (k) In no event shall an Owner be permitted to lease, rent, or otherwise operate their Lot on a short-term rental basis for any term of less than thirty (30) days without prior written Board approval. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects consideration for the rental from the occupant.
- (l) In addition, the Association's Board of Directors shall have the power to promulgate such additional rules and regulations as, in its sole discretion, may be necessary or appropriate concerning leasing or renting.

(vii) Approval of Form of Lease. Any Owner desiring to enter into a lease for their Lot, and authorized to do so pursuant to the terms of this subparagraph (O), shall submit the form of the proposed lease to the Association's Board of Directors and managing agent (which form need not include the identity of the

tenant or the rental amount) for review for compliance with the requirements of this subparagraph (O). The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board of Directors fails to approve or disapprove the form of the lease within thirty (30) days after receipt of the same, the form of the lease shall be deemed approved.

(viii) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from their responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations adopted by the Association's Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

(ix) Violations. Any lease or attempted lease of a Lot in violation of the provisions of this subparagraph (O) shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this subparagraph (O) to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity. Furthermore, any Owner found to be in violation of any portion of this subparagraph (O) by a court of competent jurisdiction will be permanently banned from renting their Lot.

(x) Effective Date; Institutional Mortgagees; "Grandfather" Status. These rental restrictions take effect on the date this subparagraph (O) is recorded with the Office of the Recorder of Marion County, Indiana. They will apply to all Owners taking deeded title to a Lot after this subparagraph (O) is recorded. Any Owner taking deeded title to a Lot before this covenant is recorded will not be subject to the foregoing twenty-four (24) month "owner-occupancy" requirement.

Likewise, the provisions set forth in this subparagraph (O) shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of foreclosure, judicial sale or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this subparagraph (O).

Further, these leasing restrictions, including the foregoing Rental Cap, shall not apply to any Lot of any Owner who, at the time of recording these restrictions, is renting or leasing said Lot for exclusive occupancy by one (1) or more non-Owner occupants so long as such Lot continues to be owned by the

same Owner and continues to be leased to and exclusively occupied by non-Owner occupant(s). In order for this “grandfather” exception to apply, said Owner must deliver a copy of the executed lease, which is in effect at the time, to the Board of Directors and managing agent within thirty (30) days after the recording of these restrictions and shall furnish a copy of any subsequent lease, which must conform to the requirements in this subparagraph (O), within thirty (30) days after its execution. Such copy may have the rental amount redacted as well as any other personal identifying information such as social security numbers. Failure of such an Owner to timely deliver a copy of any such lease to the Board of Directors and managing agent shall result in said Owner’s Lot being subject to the entirety of this subparagraph (O). However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease, so long as the occupants remain the same. Any Lot which falls under the exception of this “grandfather” provision shall, nevertheless, be counted as one of the maximum Lots that may be rented or leased at any given time (*i.e.*, the Rental Cap), even though such maximum does not apply to restrict such “grandfathered” Lot.

(xi) Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased, and the Owners shall have the burden of proving to the satisfaction of the Association’s Board of Directors that the occupancy is not in violation of the terms of this subparagraph (O), including but not limited to the delivery to the Association’s Board of Directors or managing agent of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy.

## **6. ARCHITECTURAL REVIEW COMMITTEE.**

### **A. Powers of Committee.**

(i) In General. No dwelling house, building structure or improvement of any type or kind shall be repainted, constructed or placed on any Lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been received by the Committee from the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee pursuant to its adopted guidelines, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each

properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information with the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to such scale as the Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer, or architect. Plot plans submitted for improvement location permits shall bear the stamp or signature of the Committee acknowledging approval thereof.

(ii) Power of Disapproval. The Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement, when:

- (a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
- (b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- (c) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

**B. Duties of Committee.** The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been received by it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for disapproval. In the event that the Committee fails to timely approve or disapprove a proposed improvement, the proposed improvement shall be deemed disapproved by the Committee.

**C. Liability of the Committee.** Neither the Committee nor any agent thereof, nor the Association or the Board of Directors, shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to the Committee, nor for any defects in any work done according thereto.

**D. Inspection.** The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

**E. Remedies for Failure to Obtain Approval.** In the event any changes or improvements are made to any structures on any Lot without first obtaining the approval of the Committee has required herein, the Association and the Committee

shall have the enforcement rights set forth in paragraph 3(K) and paragraph 11 herein, and may require any changes or improvements undertaken or installed without the approval of the Committee to be removed or renovated by whatever means the Association and/or Committee deem appropriate, with the costs thereof, including without limitation reasonable attorneys' fees and expenses, to become a lien against the defaulting Owner's Lot as more specifically described in paragraph 3(K) hereof.

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

Whenever two (2) or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single dwelling house, such Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such use shall be granted, the Lots constituting the site for such single dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one (1) single dwelling house. No double family houses shall be constructed in the Development.

## **8. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

**A. Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Additionally, the Association, and/or members therein, may be members in any one or more umbrella or joint homeowner's associations, if any, composed of associations and/or members from surrounding areas.

**B. Classes of Membership.** The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

**C. Board of Directors.** The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

**D. Professional Management.** Any agreement or contract for professional management shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

**E. Responsibilities of the Association.** The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Area, Common Property and Easement Area, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners In seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall, to the extent deemed necessary by the Board of Directors, procure and maintain casualty insurance for the Easement Area, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable. All Owners shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board of Directors governing the operation, use and enjoyment of any portion of the Development, so long as such rules and regulations are not in conflict with the terms of the Declaration. Upon the promulgation of such rules and regulations, the Board of Directors or any managing agent shall send copies of the same to the Owners in the same manner as notice of meetings is given pursuant to the terms of the Association's By-Laws.

**F. Snow Removal.** The Association shall not be required to provide snow removal service for the Development's internal streets because such service for the Development is provided by the City of Indianapolis; however, the Board of Directors may contract for such services if the City fails to provide such services and such expense shall be part of the Common Expense. Owners are responsible for removal of snow from their respective Lots.

**G. Trash Removal.** Owners shall ensure, and are responsible for ensuring, the prompt removal of all trash, rubbish, refuse, and debris from their respective Lots.

**H.** The Association shall be primarily responsible for the maintenance of the Common Area, Common Property, Landscape Island and the landscaping Easement Area in a clean, orderly and well-groomed condition and the Association and its agents shall have the right to enter upon the Common Area, Common Property, Landscape Island and the Easement Area at all reasonable times in order to fulfill this primary responsibility.

## **9. INSURANCE.**

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Easement Area, the Common Area and the Common Property as the Board of Directors deem appropriate.

B. The Association also shall obtain comprehensive public liability insurance and such other liability insurance, with such coverages and limits, as the Board of Directors deems appropriate. All such policies of insurance, if any, shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies, if any, shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name all Mortgagees as mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) days prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

C. A professional management firm must provide insurance to the same extent as the Association would be required to provide if it were managing its own operation and must submit evidence of such coverage to the Association.

D. Each Owner shall be solely responsible for loss of or damage to the improvements and such Owner's personal property located on such Owner's Lot, however caused. Each Owner shall be solely responsible for obtaining their own insurance to cover any such loss and risk.

E. Neither the Association, the Board of Directors nor any officer, shareholder, employee or agent of any of the foregoing shall be held liable or otherwise subject to any claims for damages in the event the discretion to obtain insurance permitted by the Declarations is exercised or not exercised.

## **10. COVENANT FOR MAINTENANCE ASSESSMENTS.**

**A. Purpose of the Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Country Club Pines, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, repairing, operating, and maintenance of the Easement Area, the Common Area and the Common Property the Common Area and the Common Property required to be maintained by the Association, including, but not limited to, the payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material, and management furnished with respect to the Easement Area, the Common Area and the Common Property and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

- (i) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.
- (ii) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

**B. Pro-rata Share.** The pro-rata share of each Owner for purposes of this paragraph shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Country Club Pines, as the same may be recorded from time to time.

**C. Liability for Assessments.** Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, late fees, and expenses, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, late fees, and expenses, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

**D. Basis of Annual Assessments.** The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves as the Board of Directors deems appropriate for periodic repair and replacement of the Easement Area, Common Property and Common Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.

**E. Basis of Special Assessments.** Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors may consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the unanimous approval of each member of the Board of Directors, and shall be due and payable on the date(s) as may be determined by the Board of Directors

**F. Fiscal Year; Date of Commencement of Assessments; Due Dates.** The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessment for each year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

**G. Duties of the Association.**

(i) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association but only to the extent that such disclosure is required by Indiana Code § 32-25.5-3-3(g)-(m), as the same may be amended or re-codified from time to time. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request, but only to the extent that such disclosure is required by Indiana Code § 32-25.5-3-3(g)-(m), as the same may be amended or re-codified from time to time. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots

and upon the Owners to be mailed to the respective Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the Installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and, in any event, not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any condemnation or casualty loss that affects either a material portion of Country Club Pines or the Lot securing its mortgage; and (b) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association.

#### H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, late fees and expenses, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, late fees and expenses, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien

against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees and expenses, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, expenses and attorneys' fees.

**I. Adjustments.** In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year.

**J. Maximum Assessments.** In no event shall the annual Assessments exceed Three Hundred and Fifty Dollars (\$350.00) per year per Lot without the approval of a majority of the Owners; provided, however, that the annual Assessments may be increased by no more than five percent (5%) from the previous year's annual Assessments by the Board of Directors without such consent.

**K. Notice and Quorum for Any Action to Increase Assessments.** Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Associations shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting at the first such meeting called, the presence of Owners or of proxies entitled to cast twenty percent (20%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ten percent (10%) of Owners or of proxies. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this subparagraph shall be construed to limit the ability of the Board of Directors to increase Assessments up to the amounts permitted by subparagraph 10(J) hereof.

**L. Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all Assessments becoming due prior to the date of such sale or transfer.

## **11. REMEDIES.**

**A. In General.** The Association and any Owner of a Lot within Country Club Pines may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but the Association shall not be liable for damages

of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. The Association shall be entitled to recover its reasonable attorneys' fees, expenses, and costs incurred as a result of a violation or threatened violation of any of these Restrictions from the party violating or threatening to violate the same. Before the commencement of legal proceedings, the following grievance resolution procedures shall be complied with, unless the claim at issue is an exempt claim (as defined below).

**Definitions.**

- (i) "claim" refers to any of the following: a claim arising out of or relating to the interpretation, application, or enforcement of the Articles of Incorporation, the Declaration, the By-Laws, or any rule or regulation adopted by the Board of Directors; a claim relating to the rights or duties of the Association, the Committee, or the Board of Directors under the Articles of Incorporation, the Declaration, the By-Laws, or any rule or regulation promulgated by the Board of Directors; a claim relating to the maintenance within the Development; or any other claim, grievance, or dispute among the parties (as hereinafter defined) involving the Development or the Association. The term "claim" shall not include any exempt claim (as hereinafter defined).
- (ii) "claimant" refers to a party who has a claim against another party.
- (iii) "exempt claim" refers to: any claim or action by the Association to collect assessments or any charge incurred in connection with the collection of assessments or other amounts due under the terms of this Declaration or the By-Laws; any action to obtain a temporary restraining order or equivalent emergency equitable relief:
  - a. to maintain the status quo and preserve the party's ability to enforce the Articles of Incorporation, the Declaration, the By-Laws, or a rule or regulation adopted by the Board of Directors; or
  - b. when an emergency condition exists that jeopardizes the health or safety of any of the residents within the Development; a suit to which an applicable statute of limitations would expire within the notice period, unless the party against which the claim is made agrees to toll the statute of limitations as to the claim for the period reasonably necessary to comply with this subparagraph (b); a dispute that is subject to mediation, arbitration, or other alternate dispute resolution under applicable law, contract, warranty agreement, or other instrument; or a claim that is substantively identical to

a claim that either was previously addressed by the parties or that was resolved by a judicial determination in favor of one (1) of the parties.

- (iv) “legal proceedings” refers to an action maintained in a court or an administrative proceeding initiated under an applicable law.
- (v) “party” refers to the Association, an Owner, or the Board of Directors.
- (vi) “respondent” refers to the party against whom a claimant has a claim.

Prerequisites to Initiating a Legal Proceeding. A claimant may not initiate a legal proceeding seeking redress or resolution of a claim until the claimant has complied with the procedures described in this paragraph 11(A).

Notice of Claim; Required Information. A claimant must provide notice of the claim to the respondent, stating plainly and concisely the following information:

- (i) The nature of the claim, including the date, time, location, persons involved, and the respondent's role in the claim.
- (ii) The basis of the claim, including the provision of the Articles of Incorporation, the Declaration, the By-Laws, the rule or regulation promulgated by the Board of Directors, and/or other authority out of which the claim arises.
- (iii) What the claimant wants the respondent to do not to do to resolve the claim.
- (iv) The name and address of the person from whom the respondent must request a meeting, as set forth below.

Negotiation Meeting; Access to Subject Property. This subparagraph applies if a respondent has requested a meeting as set forth above not later than ten (10) business days after the date of the notice of the claim. The claimant and the respondent shall meet in person to resolve the claim by good faith negotiation, at the time and place agreed to by the claimant and the respondent. During the meeting, the parties must have full access to the property or Lot that is the subject of the claim to inspect the property or Lot, if appropriate or necessary. If the respondent agrees to take corrective action, the claimant must provide the respondent and the respondent's agents with full access to the property or Lot to take and complete corrective action.

**Impasse: Submission of Claim to Mediation or Binding Arbitration: Costs of Mediator or Arbitrator.** The parties are considered to be at an impasse if: the respondent does not timely request a meeting under subsection (d), above; either party fails to attend a meeting agreed upon under subsection (d), above; or the parties are unable to settle the claim at a meeting held under subsection (d), above. Either party may, not later than ten (10) days after an impasse is reached, request in writing to the other party that the other party submit the claim to mediation or binding arbitration. The party making the request shall be responsible for the costs of the mediator or arbitrator.

**Impasse: Beginning Legal Proceedings.** If impasse is reached and neither party timely requests mediation or arbitration, or mediation or arbitration does not result in a settlement of the claim, then the claimant may begin legal proceedings.

**Settlement of Claim through Negotiation, Mediation, or Arbitration.** This subparagraph applies if a claim is settled through negotiation, mediation, or arbitration. The settlement of the claim must be documented in a written agreement signed by all parties to the claim. If a party fails to abide by the executed settlement agreement, the non-breaching party may begin legal proceedings without again complying with this paragraph 11(A). If the non-breaching party begins legal proceedings and prevails in those legal proceedings, the non-breaching party is entitled to recover from the breaching party court costs, attorneys' fees, and all other reasonable costs incurred in enforcing the settlement agreement.

**Effect of Release or Discharge.** A release or discharge of a respondent from liability to the claimant with respect to the claim does not release or discharge the respondent with respect to any other person who is not a party to the claim.

**Powers of the Board of Directors.** The Board of Directors, on behalf of the Association, and without the consent of the Owners, may negotiate settlements of claims or legal proceedings under this paragraph 11(A), or execute settlement agreements, waivers, releases of claims, or any other documents resulting from application of this paragraph 11(A)

**Costs of Each Party.** Except as otherwise provided in this paragraph 11(A), each party shall bear its own costs for application of the grievance procedures set forth in this paragraph 11(A), including, but not limited to, attorney's fees.

Conflict with Ind. Code § 32-25.5-5-1 *et seq.*, as amended from time to time (“Grievance Resolution Statute”). Should a conflict arise between the language or interpretation of any portion of this Declaration and any provision of the Grievance Resolution Statute, the Grievance Resolution Statute shall control.

**B. Government Enforcement.** The Metropolitan Development Commission of Indianapolis, Indiana, its successors and assigns, shall have no right, power, or authority to enforce any covenants, commitments, restrictions or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Plan Commission; provided further that nothing herein shall be construed to prevent the Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of the plats of Country Club Pines by the Plan Commission.

**C. 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 Restrictions shall be held to be a waiver or acquiescence by that party (or an estoppel of that party to assert) any right available to such party upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

**12. EFFECT OF BECOMING AN OWNER.** The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Association and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

**13. TITLES.** The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. 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.

**14. DURATION AND AMENDMENT.** This Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Amended & Restated

Declaration, in which case this Amended & Restated Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Amended & Restated Declaration shall be perpetual unless otherwise expressly indicated herein. The Association shall have the right to amend this Amended & Restated Declaration at any time, and from time to time, upon the approval of such amendment by the Owners of at least a majority of the Lots. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association setting forth facts sufficient to indicate compliance with this paragraph, and such amendment shall not be effective until recorded in the Office of the Recorder of Marion County.

**15. RIGHTS OF MORTGAGEES.** Except to the extent otherwise provided herein, no breach of this Amended & Restated Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Development; provided, however, that if all or any portion of said Development is sold under a foreclosure of any mortgage, any purchaser at such sale and their successors and assigns shall hold any and all land so purchased subject to this Amended & Restated Declaration.

**16. SEVERABILITY.** Every provision of this Amended & Restated Declaration is hereby declared to be independent of, and severable from, the other provisions hereof and of and from every combination of the provisions hereof. Therefore, if any of the provisions hereof 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 provisions hereof.

**17. DEDICATED STREETS AND SANITARY SEWERS.** The streets and sanitary sewers in the Development are hereby dedicated to the public.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned officers of the Association hereby certify that the affirmative approval of the Owners of at least seventy-five percent (75%) of Country Club Pines Lots has been obtained in support of the foregoing Amended & Restated Declaration, further certify that all requirements pertaining to eligible Mortgagees have been fulfilled and satisfied, and further certify that any and all other conditions precedent to the adoption of the same have been duly fulfilled and satisfied.

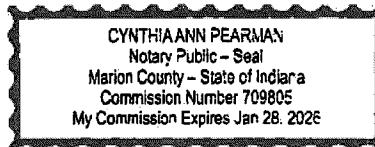
COUNTRY CLUB PINES ASSOCIATION, INC.

By: Michael Bertrand  
Michael Bertrand, President

ATTEST:

By: Melissa Hayes  
Melissa Hayes, Secretary

STATE OF INDIANA )  
                         ) SS:  
COUNTY OF Marion )



Before me, a Notary Public in and for said County and State, personally appeared Michael Bertrand, the President of Country Club Pines Association, Inc., and Melissa Hayes, the Secretary of Country Club Pines Association, Inc., who acknowledged the execution of the foregoing *Consolidated, Amended, & Restated Declaration of Covenants, Easements, and Restrictions of Country Club Pines*.

WITNESS my hand and notarial seal this 14 day of January, 2024.

My Commission expires: January 28, 2024

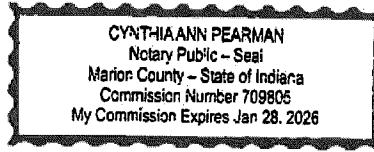
Cynthia Ann Pearman, Notary Public

Printed: Cynthia Ann Pearman

Residing in Marion County, Indiana

**AFFIDAVIT OF MAILING**  
**NOTICE TO ELIGIBLE MORTGAGEES**

STATE OF INDIANA )  
COUNTY OF Marion ) SS:



After being first duly sworn under oath, Melissa Hayes, the Secretary of Country Club Pines Association, Inc., hereby deposes and says he has mailed a copy of the foregoing *Consolidated, Amended, & Restated Declaration of Covenants, Easements, and Restrictions of Country Club Pines* to all eligible holders of mortgages of record entitled to such notice in accordance with paragraphs 4(G)(iii) and 8(A) of the Supplemental Declaration.

Signed: Julie Hayes  
Printed: Melissa Hayes  
Title: Secretary

Before me, a Notary Public for the above County and State, personally appeared Melissa Hayes, the Secretary of Country Club Pines Association, Inc., and after being duly sworn under oath, acknowledged the execution of the foregoing *Affidavit of Mailing Notice to Eligible Mortgagees* and stated the statements in said Affidavit are true.

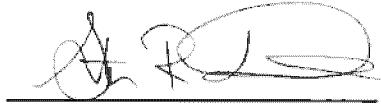
WITNESS my hand and notarial seal this 14 day of January, 2024.

My Commission expires: January 28, 2010

Cynthia Ann Pearson  
Notary Public

Printed Cynthia Ann Pearman  
Residing in Marion County, Indiana

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.

A handwritten signature in black ink, appearing to read "S. R. Donham".

This Instrument Prepared By: Stephen R. Donham, Esq., THRASHER BUSCHMANN & VOELKEL, P.C.  
8440 Woodfield Crossing Blvd., #310, Indianapolis, IN 46240

Return Document To: Stephen R. Donham, Esq., THRASHER BUSCHMANN & VOELKEL, P.C.  
8440 Woodfield Crossing Blvd., #310, Indianapolis, IN 46240

## Exhibit A

### LAND DESCRIPTION Country Club Pines – Section 1

Land being a part of the north half of the northeast quarter of Section 28, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described **as** follows:

Commencing at the southeast corner of said northeast quarter; thence North  $00^{\circ}00'00''$  West 1,786.19 feet along the east line of said northeast quarter to the Point of Beginning; thence North  $89^{\circ}34'43''$  West 90.00 feet to a point on the west right-of-way line of Country Club Road, said right-of-way having been conveyed by grant recorded May 14, 1964 as Instrument No. 64-23491 in the Office of the Recorder of said county; thence continuing North  $89^{\circ}34'43''$  West 700.58 feet to the easterly right-of-way line of the Pennsylvania Railroad; thence North  $20^{\circ}59'07''$  West along said railroad right-of-way line 525.19 feet; thence North  $69^{\circ}00'53''$  East 137.69 feet; thence North  $40^{\circ}47'37''$  East 50.00 feet to a point on a non-tangent curve concave northeasterly having a central angle of  $09^{\circ}05'59''$  and a radius of 225.00 feet; thence southeasterly along said curve an arc distance of 35.73 feet (said arc being subtended by a chord having a bearing of South  $53^{\circ}45'23''$  East and a length of 35.70 feet); thence North  $31^{\circ}41'38''$  East 120.91 feet; thence North  $86^{\circ}00'47''$  East 182.68 feet; thence North  $07^{\circ}26'04''$  East 149.05 feet; thence South  $85^{\circ}19'58''$  East 155.26 feet to a point on a non-tangent curve concave northeasterly having a central angle of  $94^{\circ}40'02''$  and a radius of 15.00 feet; thence southerly, southeasterly and easterly along said curve an arc distance of 24.78 feet (said arc being subtended by a chord having a bearing of South  $42^{\circ}40'01''$  East and a length of 22.06 feet); thence South  $90^{\circ}00'00''$  East 4.05 feet to the point of curvature of a curve concave southwesterly having a central angle of  $25^{\circ}35'24''$  and a radius of 175.00 feet; thence easterly and southeasterly along said curve an arc distance of 78.16 feet (said arc being subtended by a chord having a bearing of South  $77^{\circ}12'18''$  East and a length of 77.51 feet); thence South  $64^{\circ}24'36''$  East 67.61 feet to the point of curvature of a curve concave northeasterly having a central angle of  $25^{\circ}35'24''$  and a radius of 125.00 feet; thence southeasterly and easterly along said curve an arc distance of 55.83 feet (said arc being subtended by a chord having a bearing of South  $77^{\circ}12'18''$  East and a length of 55.37 feet); thence South  $90^{\circ}00'00''$  East 99.29 feet to a point on said westerly right-of-way line of Country Club Road; thence continuing South  $90^{\circ}00'00''$  East 60.00 feet to the east line of said northeast quarter; thence South  $00^{\circ}00'00''$  East along said east line 738.12 feet to the Point of Beginning containing 14.565 acres, more or less, subject to highways, rights-of-way and easements.

## Exhibit B

### LAND DESCRIPTION Country Club Pines – Overall

Land being part of the North Half of the Northeast Quarter of Section 28 and part of the Southeast Quarter of Section 21, all in Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described *as* follows:

Commencing at the southeast corner of said Northeast Quarter; thence North  $00^{\circ}00'00''$  West 1786.19 feet along the east line of said Northeast Quarter to the Point of Beginning; thence North  $89^{\circ}34'43''$  West 90.00 feet to a point on the west right-of-way line of Country Club Road, said right-of-way having been conveyed by grant recorded May 14, 1964 as Instrument No. 64-23491 in the Office of the Recorder of said County; thence continuing North  $89^{\circ}34'43''$  West 700.58 feet to the easterly right-of-way line of the Pennsylvania Railroad; thence North  $20^{\circ}59'07''$  West along said railroad right-of-way line 1814.01 feet to the southerly right-of-way line of the abandoned C.C.C. and St. Louis Railroad; thence on the following two courses along said southerly right-of-way line: 1) South  $68^{\circ}41'32''$  East 1422.97 feet to a point on the westerly right-of-way line of Country Club Road; 2) South  $68^{\circ}41'32''$  East 127.90 feet to the east line of said southeast quarter; thence South  $01^{\circ}03'58''$  West along said east line 249.82 *feet* to the southeast corner of said Southeast Quarter, also being the northeast corner of the Northeast Quarter of Section 28; thence South  $00^{\circ}00'00''$  East along the east line of said Northeast Quarter a distance of 886.19 feet to the Point of Beginning containing 34.148 acres, more or less, subject to highways, rights-of-way and easements.

**Exhibit C**

**[Meeting Minutes]**

Special Meeting of the Country Club Pines Homeowners Association

Tuesday September 12, 2023

Wayne Branch, Indianapolis Public Library

Attending: Michael Bertrand, CCPHOA President; Ken Hayes, CCPHOA Vice-president; Melissa Hayes, CCPHOA Secretary; Stephen Donham, Attorney Thrasher, Bushman & Voelkel; Country Club Pines Homeowners

6:33 p.m.: meeting called to order by Mike Bertrand. Introduction of counsel Stephen Donham, explanation of discussion topics for meeting: revision and update of community by-laws and special provision for rental restrictions.

6:35 to 7:15 p.m.: explanation of updates and what the rental restrictions entails; questions from and clarifications for multiple homeowners addressed by Mike, Stephen, and Ken.

7:20 p.m.: voting forms distributed

7:30 to 7:40 p.m.: voting forms collected, tabulated by Mike and Stephen.

7:40 to 7:50 p.m.: results presented- bylaws update passed but rental restrictions amendment did not have enough votes to constitute the required percentage. Brief discussion of how to proceed to collect the remaining number of required votes.

**7:45 p.m.: meeting adjourned to a later date TBD.**

Respectfully submitted,

Melissa Hayes

Secretary, Country Club Pines Homeowners Association

Special Meeting of Country Club Pines Homeowners Association

January 9, 2024

Wayne Branch, Indianapolis Public Library

Present: Mike Bertrand, President; Ken Hayes, Vice President; Melissa Hayes, Secretary; several homeowners.

Meeting called to order at 6:03 pm by Mike Bertrand, Board President.

Brief explanation of purpose of meeting: reconvening of meeting of September 12, 2023. Ninety-two (92) proxies received in favor of passing restated declaration of covenants proposed at original meeting, motion passed per required vote of 75% of homeowners.

Discussion of a particular homeowner's concern regarding whether the proxy form met applicable, minimum criteria (for 180 day extension from first proxy signature date); reassured that all processes had been overseen by competent legal counsel.

Meeting adjourned at 6:58 p.m. by Mike Bertrand, Board President.

Respectfully submitted,

Melissa Hayes, Secretary, Country Club Pines Homeowners Association

**CERTIFICATION OF CORPORATE RECORDS**

I am over the age of 18 and a duly authorized custodian of records for Country Club Pines Association, Inc., an Indiana nonprofit corporation (“the Association”). I am also the current Board Secretary of the Association.

The foregoing minutes are correct and complete copies of the minutes pertaining to the Association’s Special Meeting convened on September 12, 2023, and recessed to, reconvened on, and concluded on January 9, 2024.

Signature: /s/ *Melissa Hayes*

Printed: Melissa Hayes

Title: Secretary of Country Club Pines Homeowners Association, Inc.

Dated: January 18, 2024