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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
CARRIAGE COURTS**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Carriage Courts (hereinafter called "the Declaration" or "this Declaration") was made as of the date set forth below.

**WITNESSETH:**

Carriage Courts Homeowners Association, Inc. located in Marion County, Indiana was established by a certain "Declaration of Covenants, Conditions, Restrictions and Easements for Carriage Courts" which was filed on August 11, 1998, as Instrument No. 98-0138762 with the Marion County Recorder, said Declaration together with all amendments and/or supplements thereto being hereafter referred to as the "Original Declaration"; and

Article XI, Section 7A of the Original Declaration states that its provisions can be changed by vote of not less than 75% of the Owners; and

A Meeting of the Owners was held on November 12, 2020, and at said Meeting as stated in the notice for the meeting was for the Association's members to discuss and approve the following Amended and Restated Declaration, which was followed by a mail in ballot to vote on the same; and

At said Meeting thereof or via mail in ballot, 80% of the Owners, in person or by proxy, voted to approve this Amended and Restated Declaration pursuant to the terms below; and

The Owners desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Amended and Restated Declaration with the County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced by the following.

The Original Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the Original Declaration that may remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety and superseded by this Amended and Restated Declaration.

NOW, THEREFORE, the Owners of Carriage Courts by a vote of 80% of the Owners hereby amend and restate the Original Declaration such that all of the platted Living Units, Lots and lands located within Carriage Courts as they have been platted are held and shall be held,

conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in Carriage Courts. Such restrictions below were 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 Living Units and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within Carriage Courts is hereby amended and restated as follows:

## ARTICLE I DEFINITIONS

*Section 1.* The following words when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- A. "Association" shall mean Carriage Courts Homeowners Association, Inc., an Indiana nonprofit corporation which is incorporated under said name, its successors and assigns.
- B. "Common Area" shall mean (i) all portions of the Property shown upon any final Plat of the Property, or any part thereof, which are not Lots, other than portions thereof (such as streets) which are dedicated to the public, whether such Plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, (ii) to the extent hereinafter established, such portions of the Property as are herein declared to be Common Area even though located on or constituting part of one or more Lots, and (iii) to the extent hereinafter established, such improvements located, installed or established in, to, on, under, across or through the Property as are herein declared to be Common Area whether located, installed or established entirely or partially on Lots, or portions of the Property which are not Lots, or on any combination of the foregoing.
- C. "Declarant" shall mean Crossmann Communities Partnership, an Indiana general partnership, and any successors and assigns of it whom it designated in one or more written recorded instruments to have the rights of Declarant hereunder
- D. "Limited Common Area" shall mean such portions of the Common Area designated on a Plat (i) the use of which hereby is declared and established to be limited or restricted, to the Owners of one or more but less than all of the Lots,

such as and specifically including patios, porches, fences, driveways, sidewalks, landscaping and parking spaces, (ii) which are clearly designed and intended for use by the owners of one or more but less than all of the Lots, and (iii) which are appurtenant to one or more but less than all of the Lots and which are not necessary for the beneficial use and enjoyment of all of the Lots.

- E. "Living Unit" shall mean a residential housing unit consisting of a group of rooms and hallways which are designed or intended for use as living quarters for one family. For the purpose of determining membership in the Association, each Living Unit as constructed on a Lot shall be considered as a separate and individual unit.
- F. "Lot" shall mean and refer to any plot of land shown upon any final Plat of the Property, or any part thereof, with the exception of Common Area, assigned and intended for use as a building site for, or developed and improved for use as, a Living Unit; provided, however, that where a Living Unit (i) is separated from an adjacent Living Unit by a Party Wall, or (ii) shares a Party Wall with an adjacent Living Unit, the center line of such Party Wall and its vertical extensions shall constitute the common boundary line (lot line) between such adjacent Lots, and the closure of the boundary lines of such adjacent Lots shall be accomplished by extending perpendicular lines from the horizontal extremities of such Party Wall to the closest boundary line or lines for such Lots as shown on any Plat of the Property or any part thereof; provided, further, that where any exterior wall of a Living Unit is not a Party Wall but extends outside the boundary lines (lot lines) of the Lot (as shown on any such Plat) upon which such Living Unit is primarily located, the boundary lines of such Lot shall be deemed extended to include all of the ground area occupied by such Living Unit. The Living Unit shall also extend vertically up into the attic space, and all area within the attic space, including all insulation and contents therein shall be part of the Living Unit up to the rafters or roof trusses, but not including the rafters or roof trusses. It is the intent hereof that, in any and all events, this Declaration and any Plat of the Property or any part thereof shall be interpreted and construed so that all ground area underlying and lying beneath a Living Unit shall be and constitute part of the Lot upon which such Living Unit is primarily located to the end that all of such ground area shall be subject to fee simple ownership by the owner of such Living Unit; to the extent necessary to accomplish and implement such intention, interpretation and construction, the boundary lines of the Lots shall be determined in accordance with the foregoing definitional provisions and boundary lines as so determined shall supersede the boundary lines for Lots shown on any recorded final Plat of the Property or any part thereof.

- G. "Member" shall mean any person or entity holding membership in the Association as provided in Article III hereof.
- H. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.
- I. "Mortgagee" shall mean any person or entity named as the Mortgagee under any such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.
- J. "Original Real Estate" shall mean the parcel of real estate in Marion County, Indiana described in Exhibit "A" attached to and incorporated in this Declaration.
- K. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation
- L. "Person", whether appearing in upper case or lower case form, shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- M. "Plat" shall mean that certain subdivision Plat or Plats of the Property as from time to time recorded in the office of the Recorder of Marion County, Indiana and all amendments and modifications thereto. It is anticipated that the Declarant may first record a "conditional final plat" and may thereafter, following the construction of any building or buildings containing Living Units, record a "final plat". In the event that, with respect to the Property or any part thereof, there is recorded with the Recorder of Marion County, Indiana, both a "conditional final plat" and, subsequently, a "final plat", then the "final plat" shall supersede and control, and the term Plat as used throughout the Declaration shall mean and refer to such subsequently recorded "final plat".
- N. "Property" shall mean and refer to the Original Real Estate together with such portions of the Supplemental Real Estate as have, from time to time, been subjected to, and are, at any time, subject to this Declaration.
- O. "Swimming Pool" means the Swimming Pool and related facilities, if any, located upon any Common Area.

*Section 2. Other Terms* - Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II.  
PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. The Owner of any Lot subject to this Declaration, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking such occupancy, each Owner acknowledges the rights and powers of the Association with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with this Declaration.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

*Section 1. Membership.* Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot.

*Section 2. Transfer.* A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Membership in the Association shall automatically transfer with title to the Lot. It shall be the responsibility of each Owner, to notify the Association in writing of any transfers of title and thus membership.

*Section 3. Voting.* The Association shall have one class of voting membership for members.

Voting members shall be all Owners of Lots, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of members upon which the members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

*Section 4. Suspension of Voting Rights and Use of Recreational Facilities.* In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of sixty (60) days such Owner's right to vote as a member of the Association and the Owner's right to use the recreational facilities shall be suspended and shall remain suspended until all payments are brought current and default is remedied. In the event an Owner shall be in default in the performance of any of the terms of this Declaration or otherwise in violation of the terms of this Declaration, such Owner's right to vote as a member of the Association and the Owner's right to use the recreational facilities shall be suspended and shall remain suspended for a sixty (60) days, provided all violations are cured and all defaults remedied.

*Section 5. Board of Directors.* The Owners shall elect a Board of Directors (hereafter "Board") of the Association as prescribed by the Association's Articles of Incorporation (hereafter "Articles") and By Laws (hereafter "By Laws"). The Board shall manage the affairs of the Association. Directors need not be Members.

## ARTICLE IV PROPERTY RIGHTS

*Section 1. General Provisions.* All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee from time to time of any Lots and the owner and mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

***Section 2. Right of Enjoyment.*** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area (except for such portions thereof as are Limited Common Area), which right and easement shall include, but not be limited to, easements for ingress and egress to his Lot for himself and his invitees, for lateral support, utility, water and sewer easements, vehicular parking, pedestrian ingress and egress, and use and enjoyment of open spaces and all other parts of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to pass reasonable rules, with respect to the Property and Common Area, for the health, comfort, safety and welfare of persons using same (including, but not limited to, rules restricting or limiting parking of vehicles to designated portions of the Common Area);
- B. The right of the Association to suspend the voting rights and right to the use of recreational facilities, if any, situated upon the Common Area (but not rights of access to Lots) by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;
- C. The right of the Association to levy assessments as provided in this Declaration.
- D. The right of Owners to the use of parking spaces as provided in this Article;
- E. The right of the Owner of each Lot to an exclusive easement on the Common Area for entrances to a Living Unit or to areas occupied by fireplaces, roof overhangs, air conditioning compressors, flower boxes, patios, and other appurtenances which are part of the original construction of any Living Unit, or which are added pursuant to the provisions of Article VI hereof; and to a reciprocal easement for access where necessary over adjoining Lots for the maintenance and upkeep of the walls, fences or other improvements, and
- F. The rights of the Association reserved under Section 4 of this Article IV or elsewhere in this Declaration.

***Section 3. Delegation of Enjoyment.*** Any Owner may delegate, in accordance with the By Laws of the Association, his right of enjoyment to the Common Areas to residents of his Lot, including the members of his family, his tenants, or contract purchasers.

**Section 4. Association's Rights.**

- A. The Association shall have the right to manage, build, reconstruct, repair, maintain, improve and operate the Common Area.
- B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4A. next hereinabove, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration, and provided, further, that the mortgage shall have received the prior written approval specified in Article XI hereinbelow.
- C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary or useful for the proper maintenance or operation of the project, subject to any prior written approval required by Article XI hereinbelow.
- D. The Property shall be subject to easements of record on the date hereof and any easements in the Common Area which may hereafter be granted by the Association (subject to the approval referred to in the preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lots or the Common Area. Lots shall also be subject to easements for the maintenance of unintentional encroachments of the Common Area improvements thereon.
- E. Anything herein apparently to the contrary notwithstanding, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received the prior written approval specified in Article XI hereinbelow.

**Section 5. Non-Dedication to Public Uses.** Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Areas being reserved to the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and upon all of the conditions, set forth in this Declaration.

*Section 6. Easement for Unintentional Encroachment.* Notwithstanding any other provisions contained herein, in the event that any Living Unit or any structure containing one or more Living Units or any improvements to any Living Unit or any garage or Garage Space encroaches upon any part of the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual easement appurtenant to such encroaching Lot shall exist for the continuance of any such encroachment on the Common Area.

*Section 7. Parking Rights.* Each Lot contains parking areas (including garages) for the use of its Owner. The Association may maintain additional parking spaces on the Common Area for the use of Owners, guests and invitees, subject to reasonable regulation by rule of the Association.

*Section 8. Ownership of Common Area.* The Association shall hold title to the Common Areas.

## **ARTICLE V** **ASSESSMENTS**

*Section 1. Personal Obligations.* Each Owner of a Lot hereby covenants, and by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and hereby agrees to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Area together with any Swimming Pool and related facilities located within any Common Area, and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses shall include, but not be limited to, the expenses and costs of hazard and liability insurance for Common Areas and any other common property, exterior maintenance of Living Units and garages, snow removal, trash removal, sewer and water charges (if payable by the Association), outside lighting, and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other common property that must be replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, late fees, costs of collection, costs and attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in twelve (12) equal monthly installments on the first day of each and every month commencing on

the first day of January of each year. Each assessment, together with interest, late fees, collection costs, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Marion County, Indiana. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot or Living Unit.

*Section 2. Purpose of Assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property, to purchase and maintain the insurance specified in this Declaration and to construct, manage, improve, maintain, repair and administer the Common Area and all pipes, wires, or other conduits of matter or energy located upon the Common Area and for the exterior maintenance of Living Units and garages. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the Common Areas and any other common property that must be replaced on a periodic basis and those portions of the exterior of Living Units and garages which the Association is required to maintain. Such fund shall be maintained out of the regular assessments.

*Section 3. Annual Assessments.* Until December 31, 2020, the maximum annual assessment shall be at the monthly rate of Two Hundred Ten Dollars (\$210.00) per Lot for each Lot upon which Declarant constructs a Living Unit.

- A. From and after December 31, 2020, the maximum annual assessments may be increased each year not more than 10% above the maximum assessments for the previous year without a vote of the membership.
- B. From and after December 31, 2020, the maximum annual assessments may be increased above 10% over the prior year by a vote of a majority of the votes entitled to be cast by Members voting in person or by proxy, at a meeting called for this purpose. However, in no event, shall the increase be more than 25% over the prior year without a majority vote of the entire membership.
- C. The Board may fix the annual assessments at an amount not in excess of the maximum permitted hereby.

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and for the exterior maintenance of Living Units and garages, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of the Members voting in person or by proxy at a meeting duly called for this purpose

**Section 5. Notice and Quorum.** Written notice of any meeting of Members called for the purpose of taking any action authorized under Article V, Sections 3 or 4, shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty-five percent (25%) of the total number of votes entitled to be cast 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Rate of Assessment.** Annual and Special assessments must be fixed at a uniform rate for all Lots. Annual assessments shall be collected on a monthly basis and special assessments shall be collected as the Board determines.

**Section 7. Commencement of Annual Assessments.** By December 15 of each year the Board shall fix the amount of annual assessments against each Lot for the following fiscal year (i.e., January 1 to December 31 following) and shall send written notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

**Section 8. Proof of Payment.** Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

**Section 9. Nonpayment of Assessments.** Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, the Association may charge a late fee in an amount determined by the Board. In addition, any assessment remaining unpaid for ninety (90) days may bear interest from the

delinquency date at the rate of eight percent (8%) per annum. Any unpaid assessments, late fees, interest and other collection costs, including fees charged by a managing agent shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon and the Association (or any Owner acting in the name and for the benefit of the Association) may bring an action at law or in equity against the person personally obligated to pay the same, including interest, late fees, collection costs, other costs, including but not limited to court costs, and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit.

**Section 10. Recording and Enforcement of Liens.** To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Lot, the name of the person personally obligated to pay the same and a description of the Lot. Such a notice shall be signed by an officer of the Association and it, or a notice of lien or adverse claim thereof may be recorded in the office of the Recorder of Marion County, Indiana. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association may proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Indiana. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including, but not limited to, court costs and reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof. The Association shall upon written request report to any encumbrancer of a Lot any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due, provided, however, that such encumbrance first shall have furnished to the Association written notice of such encumbrance

**Section 11. Subordination of Lien.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage ("First Mortgagee") and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or remedies provided in the mortgage of a First Mortgagee, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability

for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the same from personal liability for assessments due prior to such sale or transfer or acquisition. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

*Section 12. Reserve Fund.* The Board of Directors shall establish and maintain a reserve fund by allocation and payment to such reserve fund of an amount determined annually by the Board of Directors to be sufficient to meet the periodic costs of fulfilling the obligations, specified in Article VII, Section 1 above, to maintain and repair the exterior of the Living Units. In determining the amount the Board of Directors shall take into consideration the expected useful life of what is required to be maintained and repaired, projected increases in the cost of materials and labor, interest to be earned by such fund, and the advice of such consultants as the Board of Directors may employ. The reserve fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such fund shall hereafter be referenced to as the "Reserve Fund".

## ARTICLE VI ARCHITECTURAL CONTROLS

*Section 1. Architectural Control Committee Authority.* No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Property, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the buildings on the Property, until the written plans and specifications showing in reasonable detail the nature, kind, shape, height, materials (including color), location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings in the Property by an Architectural Committee composed of the Board of the Association or three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, such approval will be deemed to have been denied. If no such submission has been made to the Architectural Committee or their representatives, suit to enjoin or force the removal of such additions, alterations or changes may be instituted at any time by the Association or any Owner.

*Section 2. Restoration In Accordance with Original Plans.* Any restoration or repair of the Common Area or exterior of Living Units and garages, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration

and the original plans and specifications, unless other action is approved by First Mortgagees on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to First Mortgagees.

*Section 3. Owner retention of approvals.* It shall be the responsibility of each Owner to retain a copy of any approvals received from the Architectural Control Committee. Any approvals given shall also be provided to the subsequent titleholder for that Owners records with regard to the home.

## ARTICLE VII OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

*Section 1. The Common Area and Exteriors.* Subject to the terms and conditions of this Declaration, the Association shall hold title to the Common Area of the Association. The Association, subject to the rights and obligations of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements and landscaping thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Such responsibility (to the extent the same is not otherwise herein declared or stated to be the obligation or responsibility of Owners of Lots) shall include, but not be limited to, the following: the maintenance and repair of the Common Area improvements, such as the recreational facilities, if any, driveways, parking areas, walkways, exterior ornamental lighting, landscaping and lawns and all other improvements or material located within or used in connection with the Common Area. Without limiting the generality of the foregoing, if a lake or other water retention facility is installed as part of the storm and surface water drainage system of the Property, such lake or other water retention facility shall be a part of the Common Area to be operated, managed, controlled, repaired and maintained by the Association. Under no circumstances shall any obligation for the maintenance or repair of any such lake or water retention facility be imposed upon, or implied as an obligation of, any governmental agency, unless such obligation is specifically and expressly assumed or accepted by any such governmental agency. As part of its management and control of the Common Area, the Association shall snow plow the driveways, parking areas and walkways on the Common Area. In order to preserve the uniform and high standard of the Property, the Association shall also be responsible for the maintenance and repair of the exterior of all Living Units, which responsibility shall include, but not be limited to the following: the maintenance and repair of exterior surfaces of all buildings on the Property, including, without limitation, the painting of the same, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs, the painting of garage and the exterior side of entry doors, necessary painting, staining and repair of patio structures on a Lot as originally built but not of additions thereto made by an Owner. The Association shall mow, trim, water and otherwise care for grass, trees, or other plants located in the common area provided they are not additions made by an

Owner. The Association shall also provide for snow removal from streets, sidewalks, and driveways on a Lot. All maintenance and repair of the individual Living Units(including all interior drywall), the foundation slab and garages shall be the sole obligation of and shall be performed at the sole cost and expense of the individual Owner, except to the extent the exterior maintenance and repair is provided by the Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

***Section 2. Lawn and Planting Maintenance.*** To the extent the Association undertakes to water plantings established by individual Owners, it will not be responsible for any damage to such gardens and plantings due to overwatering, underwatering or improper watering. In lieu of maintaining separate water lines for the Common Area, the Association may draw water for such purposes from exterior sillcocks on each Living Unit or Lot, provided that it rotates such drawing among all Living Units or Lots by a schedule or other reasonable means so as to approximately equalize the amount of water taken from each Living Unit or Lot over the course of a season.

***Section 3. Services.*** The Association may obtain and pay for the services of any persons or entities, to maintain its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each Lot. Any agreement for professional management of the Property must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and by either party for cause upon thirty (30) days or less written notice and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one-year terms.

***Section 4. Personal Property for Common Use.*** The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Lot, provided that an Owner may delegate his right of enjoyment of such personal property to residents of his Lot. A transfer of title to a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Lot.

***Section 5. Utilities.*** The Association shall pay as a common expense all charges for water, sewer and other utilities used upon the Common Area, subject to the Association's right to draw water from exterior sillcocks on Living Units or Lots as provided in Section 2 of this Article VII.

***Section 6. Hazard and Liability Insurance for Common Property.*** The Association shall procure fire and extended coverage insurance on insurable Common Areas and other common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only); and shall use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable Common Areas and other common property, including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. Holders of First Mortgages ("First Mortgagees") on Living Units, jointly or singly, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and other common property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all First Mortgagees of Living Units establishing entitlement to such reimbursement.

## **ARTICLE VIII** **OWNERS' MAINTENANCE**

***Section 1. Upkeep and Maintenance.*** Each Owner shall be responsible for the upkeep and maintenance of his Living Unit, garage (whether on his Lot or Garage Spaces), patio, all windows and replacement of garage and entry doors, and all other areas, features or parts of his Lot and Limited Common Areas appurtenant thereto to the extent not otherwise specifically required under this Declaration to be maintained by the Association. The maintenance, upkeep and repair which each Owner shall furnish and be responsible for, at his or her own expense shall include but shall not be limited to (i) all the maintenance, repairs, decorating and replacements within his or her Living Unit including, but not limited to, all internal installation of such Living Unit such as refrigerators, ranges and other appliances, lighting fixtures and plumbing, and any other portion of any other utility services located within the Living Unit or upon the Lot and (ii) maintenance, upkeep, repair and replacement of any drywall, partitions, interior walls, ceiling, floor surfaces, windows, frames and doors. Any heating or cooling unit or system for an individual Lot, whether located within the Living Unit or outside the Living Unit, shall be the responsibility of the Owner to maintain, repair and replace. An Owner shall do no act nor any work that will impair the structural soundness or integrity of building or an adjoining Living Unit or garage, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units, garages or their Owners.

***Section 2. Heating of Living Units.*** For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Living Unit which might result in damage to that or other Living Units, all Owners, shall maintain the temperature in their Living Units, at all times, at least 55 degrees Fahrenheit.. Any damage resulting from the refusal or failure of an Owner to so maintain such minimum temperature may be repaired by the Association and the cost thereof assessed against the Lot of the refusing or failing Owner.

***Section 3. Owner Landscaping.*** Owners are permitted to personalize the four (4) foot perimeter adjacent to their unit subject to the following limitations and parameters.

- A. A homeowner may submit a landscaping request form to make additions or changes to this area. All such request shall be reviewed by the Board, and an approval or denial shall be provided within fourteen (14) days.
- B. The Board may adopt rules and regulations with regard to this area, including a listing of approved or restricted items for this area, such as the types of plantings that will be prohibited as well as plantings that shall be permitted without the necessity of submitting a landscaping request form.
- C. Items that shall be prohibited shall include, but not be limited to, any tree, shrub or plant whose roots have the potential to grow outside of the four (4) foot area (such as trees similar to a Bradford Pear or Sugar Maple) or that has the capability to attach itself to the buildings (such as ivy).
- D. Anything planted or added by the homeowner shall become the responsibility of the homeowner with regard to maintenance or replacement. Future owners shall assume that responsibility.
- E. The Association may, at its discretion, provide weeding, pruning and mulch to these areas and shall not be held responsible for the impact this has on any additions made by the homeowner.
- F. No signage shall be displayed in this area without prior approval (see Article X, Section 10).
- G. Nothing should adhere to the exterior of the building.
- H. Any items placed, added, or planted without the necessary approvals given shall be a violation of this section and subject to enforcement proceedings.

## ARTICLE IX

### PARTY WALLS

***Section 1. General Rules of Law to Apply.*** Each wall which is built as a part of the original construction of any Living Unit upon the Property and which connects two (2) or more Living Units or forms part of walls in two (2) or more Living Units shall constitute a party wall (any such wall being herein referred to as a "Party Wall") and, to the extent not inconsistent with

the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

*Section 2. Sharing of Repair and Maintenance.* The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of such Party Wall, proportionately

*Section 3. Destruction by Fire or Other Casualty.* If any Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such Party Wall or by the Association, and repaired out of the proceeds of same, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

*Section 4. Weatherproofing.* Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

*Section 5. Right to Contribution Runs with Land.* The right of any Owner for contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

*Section 6. Arbitration.* In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten days after written request therefor from another party, the Board of Directors of the Association shall select an arbitrator for the refusing party.)

## ARTICLE X GENERAL RESTRICTIONS, OBLIGATIONS AND APPLICABLE TO PROPERTY

*Section 1. Living Unit and Lot Restrictions.* No more than one Living Unit shall be erected or maintained on each Lot. No Living Unit shall be used for purposes other than as a single family residence, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to

be used for hotel or transient occupancy, provided that none of the following activities shall be considered a violation of this covenant:

- A. The maintenance of offices by the Association or its designated manager for purposes of management of the Property.
- B. Use of a Living Unit for purposes consistent with this Section.
- C. The use of a Lot by an Owner for incidental office purposes to the extent permitted by applicable zoning ordinances.

*Section 2. Common Area Restrictions.* No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs or any window display advertising be maintained or permitted on any part thereof. No Living Unit or garage shall be constructed on the Common Area, other than garages constructed on Garage Spaces.

*Section 3. Obstructions.* There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

*Section 4. Prohibition of Damage and Certain Activities.* Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Property and buildings thereon shall be committed by any Owner or any guest, invitee, or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his guests, invitees or tenants, to the Association and other Owners. The Owner shall be responsible for all costs and expenses associated with the repair of any damage and the Association shall add such costs and expenses to the Owners account, which shall be collectible in the same manner as a regular assessment.

No noxious, destructive or offensive activity shall be allowed on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may

become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property. Nothing shall be adhered to the exterior of any building or fence without prior written approval of the Board prior to installation.

*Section 5. Fences, Walls and Patios.* No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio upon the Property except as provided in Article VI hereinabove.

*Section 6. No Unsightly Uses.* No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a Lot so as to be visible from outside the Lot. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials.

*Section 7. Animals.* No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part thereof, except that household pets may be kept on Lots, subject to rules and regulations adopted by the Board provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days written notice from the Board, and upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

*Section 8. Prohibited Structures.* No structure of a temporary character, trailer, boat, camper, bus, basketball hoops, other sports equipment, tent, or shack shall be maintained on any Lot nor shall any garage or other building except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

*Section 9. Storage.* Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the Lot. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers on trash collection day. Otherwise, trash containers must be stored in the Garage of the Unit, unless the trash containers are properly screened in an enclosure approved through an architectural request in accordance with this section. Notwithstanding the foregoing, no boats, snowmobiles,

recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles shall at any time be stored or parked on any Lot outside of a garage, or on any part of the Common Area, either permanently or temporarily, other than (A) within an enclosed garage constructed on a Garage Space, or (B) such portions, if any, of the Common Area as may be designated by the Association for such purposes.

*Section 10. Signs.* No sign of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve) shall be displayed to the public view on any Lot, except that a "For Sale" sign may be displayed on the Property itself that it is in such form as the Board may require, and except that the Association shall maintain a permanent monument sign or signs identifying Carriage Courts. The Association will allow display of street addresses on the mailbox, above the garage, or in another location only if placement thereof is approved in writing by the Board in advance of placement. Any such street address shall be subject to any rules or regulations adopted by the board as to size, style, color or any other rule as determined by the Board. Owners are permitted to display political campaign signs thirty (30) days prior to an election and no longer than five (5) days after said election, subject to any rules and regulations adopted by the Board pursuant to Indiana Code 32-21-13.

*Section 11. Antennae.* Except with prior written approval and the authorization of the Board, no exterior television, or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Property. Upon adoption of rules and regulations by the Board regarding satellite dishes, an owner placing a dish within the parameters of said rules and regulations shall not be required to specifically apply for authorization prior to installation, unless such installation would violate any of the adopted rules or regulations as to size and placement. In that event, prior written approval is required prior to installation.

### *Section 12. Rentals and Leasing.*

(a). General Prohibition of Leased Lots or Dwelling Units ("Rental Ban"). The Association's Members recognize that Owner-occupants are financially invested in a home to a greater extent than a renter and maintain their property better than renters generally. The Association's members wish to insure that the residents within Carriage Courts share the same proprietary interest in and respect of the Lot or Dwelling and the Common Areas, and to encourage residents to not only maintain property values but also to improve them by recognizing that Owner-occupants have more incentive to do so. Thus, there shall be no leasing or rental of any Lot or Dwelling except as otherwise provided in this Article X, Section 12.

(b). “Rental” and “Lease” Defined. The “Rental Ban” described in this Article X, Section 12 is intended to apply to all forms of non-Owner occupancies, including but not limited to Leases, Rentals, Land Contracts, or Rent to Own Agreements, except as specifically provided herein. For the purposes of this Section 12, “rented” or “leased,” as used interchangeably herein, means leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner of the Lot together with members of his or her household. However, the “Rental Ban” will not apply to any situation where a Dwelling Unit is occupied by members of the Owner’s family (persons related by blood, marriage, adoption or foster care), or where the Owner continues to live in the Dwelling Unit as his or her principal place of residence. “Family” occupancy will not be considered to be a “rental” in the context of the Rental Ban; provided, however, the Owner and occupants are still subject to the remaining provisions and requirements of this Section 12.

Any Lot owned by a Trustee or by a Fiduciary shall not be deemed to be a rental, provided that the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate, and further provided that no rent, payment, service or other consideration is paid or provided to the Owner or any other party in connection with that occupancy. The Trustee or Fiduciary shall submit a certificate to the Association indicating who is authorized to reside in the Dwelling Unit.

If the Dwelling Unit is occupied by a manager of an Owner that is a limited liability corporation, or a shareholder of an Owner that is a corporation, it will not be deemed a rental, provided that no rent, payment, service or other consideration is paid or provided to the Owner or any other person or party in connection with that occupancy. All other occupancies of a Dwelling Unit by representatives, employees, agents, guests, or lessees of a corporation, partnership or other entity shall be considered rentals for the purpose of this Rental Ban and are therefore prohibited. Any Dwelling Unit owned by a corporate entity shall submit a certificate of designated representative to the Association. This certificate will indicate both who is authorized to vote on behalf of the corporation as well as who is authorized to reside in the Dwelling Unit.

(c). Effective Date of “Rental Ban.” As of the date on which this Amendment is recorded in the Office of the Recorder of Marion County (the “Recording Date”), these rental restrictions shall be deemed effective. Within thirty (30) days after the Recording Date, the Board shall provide written notice to all Owners setting forth the Recording Date. The Rental Ban shall not apply to any existing lease or rental in place as of the Recording Date, so long as the Owner-landlord mails or otherwise delivers to the Board (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Dwelling Unit which is in effect as of the Recording Date. The Owners of such pre-Recording Date rented Lots or

Dwellings shall not be subject to the Rental Ban, but shall be subject to the remaining provisions of this Article X, Section 12. However, when the existing tenant as of the pre-Recording Date executed lease vacates the property, such Lots shall immediately become subject to the rental ban. No Subletting shall be permitted. The failure of any such Owner-landlord of a leased or rented Lot to deliver a copy of such pre-Recording Date lease within said sixty (60) day period to the Board or Managing Agent shall result in said Owner-landlord's Lot(s) being subject to the Rental Ban (from and after the date of expiration of such pre-Recording Date lease).

(d). Hardship Exceptions and Waiver. An Owner may request the Board to waive the Rental Ban if the Owner establishes to the Board's satisfaction that the Rental Ban will cause undue hardship. If the Board approves in writing of the Owner's request, the Owner may rent or lease said Dwelling Unit, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of Article X, Section 12. Such decision shall be at the sole discretion of the Board and shall be subject to further conditions and limitations as the Board deems appropriate. The Board may, but is not required to, consider the following as an "undue hardship":

1. Temporary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Carriage Courts made necessary due to a change of employment of at least one (1) of such Owners, which must be documented by written confirmation from the Owner's employer; or
2. Necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners; or
3. The Owner is a reservist in the United States Armed Forces who is called to temporary active duty or is active duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from Carriage Courts.

If an Owner desires to request an exception based upon hardship circumstances, the Owner must submit a written request describing the nature of the alleged hardship and need to rent. The Board may approve or deny such requests as it deems appropriate.

(e). General Lease Conditions. All permitted leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. No portion of any Dwelling Unit other than the entire Dwelling Unit shall be leased for any period. No subleasing shall be permitted.

All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, and any rules and regulations promulgated by the Board, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant 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. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board shall have power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the Dwelling Unit shall provide the Board with the name of the tenant(s) and any other residents living in the Dwelling Unit.

(f). **Owner is Still Liable.** No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws, and any rules and regulations promulgated by the Board, or from the Owner's liability to the Association for payments of assessments or any other charges.

(g). **Association's Copy of Lease.** A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board by the Owner within thirty (30) days after execution.

(h). **Violations.** Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Section 12 is voidable at the election of the Board, except that neither party to such lease may assert this provision of this Section 12 to avoid its obligations thereunder. In the event of a violation of this Section 12, the Association, or any Owner, shall have the right to exercise any available remedies at law or equity, including commencement of an action for injunctive relief to have the occupants removed from the Dwelling Unit. If the Association must take action to enforce this Section 12, the Association shall have the right to recover all costs incurred in connection with its enforcement efforts, including attorneys' fees.

(i). **Burden of Proof.** Anything to the contrary herein notwithstanding, if at any time a Dwelling Unit is not occupied by one of the Owners thereof, there shall be a presumption that the Dwelling Unit is being leased and subject to the provisions of this Section 12 and the Owner shall have the burden of proving to the satisfaction of the Board that the occupancy is not in violation of the terms of this Section 12, including but not limited to the delivery to the Board 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. For purposes of this Section 12 and this Sub-section (i),

any occupancy (including occupancy pursuant to a rent-to-own contract, land contract, any option to purchase, or similar agreement) by anyone other than an Owner shall be deemed a rental.

(j). **Short-Term Rentals.** Owners shall not lease, rent, or otherwise operate their Dwelling Unit on a hotel, transient or short-term rental basis. For the purpose of Section 12, “short-term rental” is defined as any term of less than one (1) year. 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 Dwelling Unit or portion thereof to an occupant and collect consideration for the rental from the occupant.

(k) **Garage Spaces.** A Garage Space may not be leased or rented independently. Garage Spaces may only be leased with and as an appurtenance to a Living Unit in accordance with this Section 12.

***Section 13. Rules and Regulations.*** The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Property and the Common Area as the Board in its sole discretion deems appropriate or necessary.

***Section 14. Temporary Structures and Outbuildings.*** No structure of a temporary character, tent, shack, garage, barn or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.

***Section 15. Motor Vehicle Repair.*** The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

***Section 16. Semi-tractor trucks, trailers, etc.*** No semi-tractor trucks, semi trucks, semi-tractor trailers, boats, campers, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Association's business on the Property.

***Section 17. Ponds, Pond Area(s).*** No one shall do or permit any action or activity which could result in pollution of any pond, diversion of water, elevation of any pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper pond management except as provided in the Declaration. A pond may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board in writing and

allowed by law. Ponds and pond areas may or may not exist on the Property, and the reference throughout this Declaration to ponds and pond areas is made in order to address ponds and pond areas, if any, which now exist or are later constructed upon the Property. The Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a pond.

## ARTICLE XI

### RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES

*Section 1. Precedence.* The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

*Section 2. Notice of Action.* Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Lot or Living Unit and the address thereof (a holder of a First Mortgage on a Lot or Living Unit who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or governmental guarantor of a First Mortgage on a Lot or Living Unit who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (A) Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot or Living Unit on which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (B) Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws or Articles of Incorporation by an Owner of a Lot or Living Unit subject to a First Mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
- (C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (D) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article XI;
- (E) Any default in the performance by the owner of any obligation under the Declaration or By-Laws which is not cured within sixty (60) days.

*Section 3. Termination; Reallocation.* Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must have the written approval of eligible holders holding first mortgages on Lots which have at least 51% of the votes of Lots subject to eligible first mortgage holders. No reallocation of interests in the Common Area or the Association resulting from a partial condemnation or partial destruction of the project may be effected without the prior written approval of eligible holders holding first mortgages on all remaining Lots whether existing in whole or in part, and which have at least 51% of the votes of such remaining Lots subject to eligible first mortgage holders.

*Section 4. No Right of First Refusal.* The right of an Owner to sell, transfer, or otherwise convey his Living Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

*Section 5. Liability for Unpaid Assessments.* Any First Mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in its First Mortgage or by foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale in connection with any such First Mortgage shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title or possession to such Lot by the First Mortgagee.

*Section 6. Examination of Books and Records.* First Mortgagees and holders, insurers and guarantors of First Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

*Section 7 Payment of Taxes and Insurance.* First Mortgagees may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Area or other common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area or other common property, and First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

*Section 8 Designation of Representative.* Any holder of a First Mortgage on a Lot or Living Unit may designate a representative to attend meetings of members.

*Section 9. Distribution of Insurance Proceeds and Condemnation Awards.* No provision of this Declaration or the By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their First Mortgages in the

case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or other common property.

## ARTICLE XII INSURANCE

*Section 1. Casualty Insurance.* Each Owner and the Association shall carry fire and extended coverage insurance on their respective properties. The Association shall be required to obtain and maintain, to the extent obtainable, a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Living Units (except to the extent as limited below), covering the interests of the Association, the Board of Directors, the Managing Agent, and all Carriage Courts Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of all Living Units in Carriage Courts; and such other insurance as the Association may determine. The master casualty policy obtained by the Association shall be what is commonly referred to in the insurance industry as a "walls-out" policy, so that the Association insures all exterior portions of the Lots and Living Units, as well as the structural components of the Living Units, and all property up to but not including the unfinished drywall. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "special form" coverage or its equivalent.

The Association's master casualty policy shall be issued in the name of the Association for the use and benefit of the Unit Owners and the Association affording fire and extended coverage insurance insuring the Living Units and Lots, from the studs outward, including the following items:

- A. Structural components of the Living Units, including the studs and load bearing walls;
- B. All exterior trim and caulking around doors and windows,
- C. Roofs, including the flashing, rafters, roof framing/trusses, decking/underlayment,;
- D. Exterior of chimneys, including exterior materials of caps and stack, flashing and siding;
- E. Exterior surfaces of the Living Units, including siding/brick and all property leading up to but not including the unfinished drywall;
- F. Exterior trim, gutters and downspouts;
- G. Exterior lighting and light fixtures;

- H. Patios (including concrete patios), stoops, and porches;
- I. Sidewalks, driveways, lawns, landscaping, and all other exterior portions of the Lot;
- J. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts, flues, shafts or conduits which serve MORE THAN the one Living Unit; and
- K. Garages (not including any drywall), including paint only on the garage door.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Owners in Carriage Courts or of the invalidity arising from any acts of the insureds or any Owners in Carriage Courts, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insured, including all mortgagees of Living Units at least thirty (30) days prior to expiration of then current policies. Prior to obtaining any casualty insurance policy or any renewal thereof, and at least once every three years, the Association shall obtain an insurance appraisal of the full replacement value of the Living Units and Lots in Carriage Courts.

*Section 2. Other Insurance – Association.* The Board of Directors of the Association shall have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, separately or in combination with a Commercial Umbrella liability policy, but not less than \$2,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive general (public) liability insurance policy shall cover the Association, the Board of Directors, any committee, body or organization of the Association or Board, any Managing Agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Carriage Courts Properties, all Owners of all Lots and all other persons entitled to occupy any Lot or Living Unit as their interests may appear. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be canceled or substantially modified without at least thirty (30) days written notice to the Association. The Association shall also obtain any other insurance required by law to be maintained, including worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Association and directors and officers liability policies. Such insurance coverage shall also provide for and

cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association.

Notwithstanding any of the foregoing provisions and requirements relating to casualty or liability insurance, each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Association, the proceeds of which shall be payable to the Association. Also, the Board of Directors, on behalf of the Association, shall act as trustees on behalf of all Owners, having exclusive authority to negotiate losses under any policy providing such casualty or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Board of Directors as attorney-in-fact for the purpose of purchasing and maintaining such insurance, and for the following additional purposes: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes. The appointment of such attorney-in-fact shall not be affected by the incompetence of such Owner.

The premiums for all insurance described above shall be paid by the Association as part of the common expenses.

*Section 3. Mandatory Insurance – Owners in Carriage Courts.* Each Owner in Carriage Courts shall carry, at his or her own expense, the appropriate form of insurance for his or her own benefit (typically referred to as an HO-6 policy) insuring his or her Living Unit to the extent not insured by the Association, as well as insurance for his or her personal liability (including all acts or omissions by which one Owner damages the property or well-being of another Owner).

The Owner shall be responsible for obtaining an HO-6 policy insuring the Living Units and all property therein, including from the drywall inward. Such policy shall include coverage for all portions of the Living Units not covered by the Association's casualty policy, including:

- A. All drywall, including unfinished drywall, whether on the perimeter walls or interior walls of the Living Unit;
- B. Slab Foundations;
- C. All carpeting, floor coverings, wall coverings, ceilings and ceiling coverings, paint, wall paper and paneling;
- D. Interior betterments, additions and improvements;

- E. All window treatments, including draperies, shades, screens, and curtains.
- F. Furniture, furnishings, HVACs, fixtures, cabinetry, decorating, and other personal property not insured by the Association;
- G. Toilets, bathtubs and vanities;
- H. Fireplaces, chimney flues and interior portions of the chimney;
- I. Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security, and housekeeping, even if any of said appliances are "built in";
- J. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts, flues, shafts or conduits which exclusively serve the Living Unit and no other Living Unit, whether or not the same are located within, partly inside of the drywall or outside of the Unit;
- K. All vents exclusively serving the one Living Unit, whether or not the same are located within or partly inside the drywall;
- L. The Owner's portion of the shared "party walls" within the Living Units;
- M. Garages (including the drywall in), including the flooring; and
- N. All windows and doors, including the garage door.
- O. All other property not covered by the Association's master casualty policy.

Each Owner's HO-6 policy shall also include coverage for the Association's deductible reimbursement (see Section 5 below). All coverage should be on a replacement cost basis and provide full insurable replacement cost coverage. All owners' individual policies must contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner. In no event shall the Association, its Board of Directors, officers, or agents be liable to any person either with regard to the decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

**Section 4. Casualty and Restoration.** In the event of damage or destruction of any of the Living Units or Property in Carriage Courts, the Association shall cause such damage or destroyed property to be repaired and restored in accordance with the Association's casualty insurance policy. Repair, reconstruction and restoration shall mean construction or rebuilding of the Lots and Living Units to as near as possible the same condition as they existed immediately

prior to the damage or destruction. The proceeds of the insurance carried by the Association and Owner covering their respective obligations hereunder shall be applied to such repair and restoration.

***Section 5. Liability for Uninsured Amounts, including the Association's Deductible.*** All insurance claims covered by the Association's master casualty insurance policy carry a deductible in an amount determined by the Board. Notwithstanding anything else contained in this Declaration and the By-Laws, liability for uninsured amounts, including the Association's deductible, shall be in the following manner for the Owners of Living Units in Carriage Courts:

- A. Liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Owner where the damage results from a negligent or intentional action or omission by an Owner, or that Owner's tenant, or the family, servants, employees, agents, visitors or licensees of that Owner or tenant, or from the failure of or failure to maintain any portion of the property, including any appliance, equipment, or fixture in a Living Unit, which that Owner is responsible to maintain in good working order and condition.
- B. Except as provided in paragraph (a) above, or where the damage is a result of the sole fault of the Association, the liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be the responsibility of an individual Unit Owner where the damage involved is limited solely to that Owner's Living Unit.
- C. Except as provided in paragraphs (a) and (b) above, or where the damage is a result of the sole fault of the Association, liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be pro-rated among any involved Owners in proportion to the relative amounts of damage to each of the affected Living Units, where the damage involves one or more Living Units or Lots.

Each Owner is responsible for verifying with his or her own insurance agent that the Owner's share of any such Association deductible is covered under his or her own homeowner's insurance policy (assuming the deductible is not assessed as part of the Common Expenses allocable to all Owners). Any portion of such a deductible which has been assessed to a particular Owner's account will be subject to the same collection procedures as provided elsewhere herein for Assessments.

***Section 6. Additional Coverages.*** In addition and supplement to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Owners to obtain and maintain all coverages and endorsements required by any First Mortgagee, for the acceptance of mortgages on Living Units, garages of Lots, as such requirements are amended from time to time.

**Section 7. Proof of Insurance.** Each Owner in Carriage Courts must provide proof of insurance to the Association to ensure adequate coverage upon request by the Association. When requested, the Owner shall provide a copy of the declarations page of their insurance policy to the Association as proof of coverage. If at any time the Owner's coverage changes, the owner has thirty (30) days to provide the updated insurance information to the Association. Upon transfer of property, the new owner has thirty (30) days to provide proof of insurance pursuant to this section. Failure to provide proof of insurance to the Association at the designated time(s) herein, or upon request of the Association may result in the Association purchasing said insurance on behalf of the Living Unit until the Owner produces said proof of insurance. Any insurance premiums or other costs incurred as a result of the Association purchasing insurance pursuant to this Section shall be charged to the Owners account and shall be able to be collected in the same manner as regular assessments.

### **ARTICLE XIII** **EMINENT DOMAIN**

**Section 1.** The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed for his, her or its unit, each Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their Mortgagees as their interests may appear.

**Section 2. Reconstruction.** In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association shall promptly cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), and the project is terminated by the election hereinabove required, the proceeds shall be allocated equally among each Lot, payable jointly to the Owners and mortgage holders thereof.

### **ARTICLE XIV** **GENERAL PROVISIONS**

**Section 1. Enforcement.** Enforcement of these covenants and restrictions and of the provisions contained in the Articles, By-Laws and Rules and Regulations may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person

(including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants, and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages shall be assessable against and payable by any persons violating the terms contained herein. Any person seeking to enforce the governing documents of the Association must also adhere to Indiana Code 32-25.5-5 as adopted or thereafter amended and the procedures set forth therein with regard to the grievance resolution process.

*Section 2. Mergers.* Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

*Section 3. Access.* For the purpose solely of performing the repairs and maintenance authorized by this Declaration, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner (except in an emergency), to enter upon any Lot and Living Unit.

*Section 4. Emergency Access.* For the purpose of performing emergency Repairs under this Declaration, or of taking emergency action to seal a Living Unit from weather or otherwise to prevent damage or destruction to any Lot or Living Unit, the Association through its duly authorized agents or employees, shall have the right to enter upon any Lot or Living Unit at any time, without notice, with such persons and material as the Association deems necessary, to accomplish such emergency repairs or to take such emergency action.

*Section 5. Severability.* Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

*Section 6. Notices.* Any notice required to be sent to any member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing.

***Section 7. Captions.*** The Article and Sections headings herein are intended for convenience of reference only and shall not be given any substantive effect.

***Section 8. Construction.*** In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

## **ARTICLE XV**

### **AMENDMENTS**

This Declaration may be amended or changed, in whole or in part, at any time upon approval by the Owners of a majority of the Lots who are in good standing. Any amendment must be recorded in the office of the Recorder of Marion County, Indiana, and must be signed by the President and the Secretary of the Association. For purposes of this provision, "good standing" shall mean Owners who are no more than two (2) months delinquent on the payment of any of their Annual Assessments or Special Assessments as determined by the Board at the time of the aforesaid approval. All Owners in good standing must be given the opportunity to vote on the proposed amendment(s). Such approval for an amendment to this Declaration may be obtained:

(a) at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws; or

(b) by written consents or approvals received from the Owners; or

(c) pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as amended, including, but not limited to, written mail-in ballots;

(d) through a secure, internet-based online voting system ("electronic voting"), provided the Board of Directors have authorized electronic voting for the amendment. The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Lot Owner notice, voting, signatures, consents and approvals. A verifiable electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means; or

(e) any combination of the above.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties

claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

IN WITNESS WHEREOF, Carriage Courts Homeowners Association, Inc., an Indiana non-profit corporation, has caused this Declaration to be executed as of the date below.

Carriage Courts Homeowners Association, Inc.



By: David Hayes, President

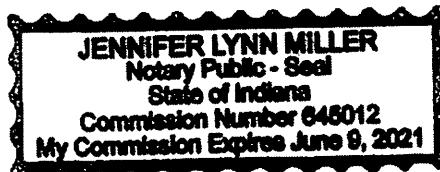
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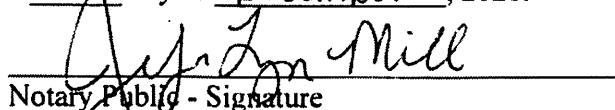
Melanie Moore

Melanie Moore, Secretary

STATE OF INDIANA IN )  
 ) SS:  
COUNTY OF Marion )



Before me, a notary public, in and for said County and State, personally appeared David Hayes and Melanie Moore, the President and Secretary, respectively, of Carriage Courts Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 23 day of December, 2020.



\_\_\_\_\_  
Notary Public - Signature  
Jennifer Lynn Miller  
Printed

My Commission Expires:  
06/09/2021

Residence County: Boone

EXECUTED AND DELIVERED in my presence:

Violetta Weir [Witness's Signature]

Violetta Weir [Witness's Printed Name]

STATE OF INDIANA IN )

)  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared

Violetta Weir [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by David Hayes and Melanie Martin in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

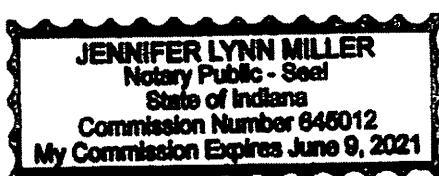
Witness my hand and Notarial Seal this 22 day of December, 2020.

Jennifer Lynn Miller  
Signature of Notary Public

My Commission Expires: 06/09/2020

Jennifer Lynn Miller  
Printed Name of Notary Public

County of Residence: Boone



"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." Kimberly M. Sutter, Esq.

This instrument prepared by, and should be returned to, Kimberly M. Sutter, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> St., Suite B, Indianapolis, IN 46216.  
(317) 536-2565.

**EXHIBIT "A"**

Part of the West Half of the Northwest Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said West Half; thence South 00 degrees 07 minutes 56 seconds East along the West line of said West Half 1324.34 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 07 minutes 56 seconds East along said West line 1061.39 feet to the Southwest corner of said West Half; thence North 88 degrees 56 minutes 05 seconds East along the South Line of said West Half 1341.17 feet; thence North 00 degrees 07 minutes 12 seconds West parallel with the East line of said West Half 1061.39 feet; thence South 88 degrees 56 minutes 05 seconds West parallel with the aforesaid South line 1326.34 feet to the place of beginning, containing 32.310 acres, more or less.