

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

*Declaration
Audited only
recorded
12/5/92
3:59 P.M.
Misc. & 24
18-316*

Parkland Supply Corporation, Number One, Inc., called declarant, is the owner in fee simple of real property located in Clark County, State of Indiana, and known by official plat designation as Country Club Estates, a Planned Unit Development, to the City of Jeffersonville, pursuant to a plat recorded on 5th day of December, 1992 in the Plat Book 10, Page 39, Recorder of Clark County, Indiana.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such Planned United Development, declarant declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitutes covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

ARTICLE ONE

DEFINITIONS

Section 1. "Association A" shall mean and refer to "Country Club Estates Homeowner's Association," its successors and assigns.

*Rec'd
4/30/14
BWP*

Merge into A 2nd Am #1

"Association B" shall mean and refer to "Phase I as shown on recorded plat (Greenbriar and Greenleaves Court)", its successors and assigns.

1st Amend #1

"Association C" shall mean and refer to "Phase II as shown on recorded plat (Four-plex Patio Homes)" its successors and assigns.

"Association D" shall mean and refer to "Phase IV as shown on recorded plat (Future Residential Development)", its successors and assigns.

"Association E" shall mean and refer to "Phase III as shown on recorded plat (Extension of Greenleaves Drives)", its successors and assigns.

"Association F" shall mean and refer to "Phase V as shown on recorded plat (Future Residential Development)", its successors and assigns.

"Association G" shall mean and refer to "Phase VI as shown on recorded plat (Future Residential Development)", its successors and assigns.

Section 2. "Common area A" shall mean all real property owned by Association A for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as shown on the Plat which is incorporated herein.

"Common area B" shall mean all real property owned by Association B for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as shown on the Plat

1st Amend #3 2-A insert

2nd Am #5

which is incorporated herein and as shown by the survey to be recorded with the deed to each unit/lot.

"Common area C" shall mean all real property owned by Association C for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as to be shown on the final Plat to be recorded at a later date.

1st Annex
#2

"Common area D" shall mean all real property owned by Association D for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as shown on the Plat which is incorporated herein.

"Common area E" shall mean all real property owned by Association E for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as to be shown on the final Plat to be recorded at a later date.

"Common area F" shall mean all real property owned by Association F for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as to be shown on the final Plat to be recorded at a later date.

"Common area G" shall mean all real property owned by Association G for the common use and enjoyment of the owners. The common area to be owned by the association at the time of

2nd Annex
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conveyance of the first lot is described as to be shown on the final Plat to be recorded at a later date.

Section 3. "Declarant" shall mean Parkland Supply Corporation, Number One, Inc., and declarant's successors, and assigns provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4. "Lot" shall mean any plat of land shown on the recorded Planned Unit Development may referred to above with the exception of the common areas.

Section 5. "Members" shall mean every person or entity who holds membership in the associations.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot or unit that is part of the ~~property~~ ^{Planned unit development} and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

Section 7. "Planned Unit Development" or "Development" shall mean the Planned Unit Development described above and such additions to such development as may be brought within the jurisdiction of the Association or the Development as provided for in this declaration.

Section 8. "Unit" shall mean a condominium unit which is a closed space consisting of one or more or more rooms occupying all or part of a floor or floors in a structure of one or more floors together with the undivided interest in the common area

appertaining to that unit or space. The units are shown on the recorded planned unit development.

ARTICLE TWO

MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS

Association A:

Section 1. Every owner of a lot or unit shall be a member of Association A; membership shall be appurtenant to and may not be separated from ownership of a lot or unit.

Section 2. The Association shall have two classes of voting members as follows:

*2nd Am
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Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in a given lot or unit, all such persons shall be members and the vote for such lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot or unit owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1996, whichever first occurs.

Association B:

1st Am #5
Section 3. Every owner of a lot or unit in "Phase I" shall be a member of Association B; membership shall ~~not~~ be appurtenant to and may not be separated from ownership of the lot or unit.

Section 4. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in a given lot or unit, all such persons shall be members and the vote for such lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot or unit owned by Class A members.

Class B. ~~The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1993, whichever first occurs.~~

2nd Am #6

Association C:

1st Am #5
Section 5. Every owner of unit in "Phase II" shall be a member of Association C; membership shall ~~not~~ be appurtenant to and may not be separated from ownership of the unit.

Section 6. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in a given lot or unit, all such persons shall be members and the vote for such lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot or unit owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on July 31, 1994, whichever first occurs.

Association D:

Section 7. Every owner of a lot in "Phase IV" shall be a member of Association D; membership shall ~~not~~ be appurtenant to and may not be separated from ownership of the lot.

Section 8. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest

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in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on July 31, 1996, whichever first occurs.

2nd Am #6

Association E:

Section 9. Every owner of a lot or unit in "Phase III" shall be a member of Association E; membership shall ~~not~~ be appurtenant to and may not be separated from the ownership of the lot or unit.

1st Am #5

Section 10. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in a given lot or unit, all such persons shall be members and the vote for such lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot or unit owned by Class A members.

Common Driveways Added 2nd Am #7

Class B. The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on July 31, 1995, whichever first occurs. *2nd Am #6*

Association F:

Section 11. Every owner of a lot or unit in "Phase V" shall be a member of Association F; membership shall be appurtenant to and may not be separated from ownership of the lot or unit.

Section 12. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in a given lot or unit, all such persons shall be members and the vote for such lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot or unit owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes *2nd Am #6*

outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on July 31, 1996, whichever first occurs.

Association G:

Section 13. Every owner of a lot or unit in "Phase V" shall be a member of Association G; membership shall be appurtenant to and may not be separated from ownership of the lot or unit.

Section 14. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in a given lot or unit, all such persons shall be members and the vote for such lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot or unit owned by Class A members.

Class B. ~~The Class B member shall be declarant, who shall be entitled to the exercise of two votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1996, whichever first occurs.~~

2nd Am #6

ARTICLE THREE

ASSESSMENTS

Section 1. Lien and personal obligation of assessments.

Declarant covenants for each lot or unit within the development and each owner of a lot or unit is deemed to covenant by acceptance of such owner's deed for such lot or unit, whether or not it be so expressed in the deed, to pay to Association A and to their separate association, whether it be B, C, D, E, or F (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot or unit against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the lot or unit at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed.

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Section 2. Purpose of annual assessments. The annual assessments levied by each Association shall be exclusively to promote the health, safety, welfare and recreation of the residents in the development, and for the improvement and maintenance of the common areas and of the homes situated within the development. Annual assessments shall include and each

Association shall acquire and pay for out of the funds derived from annual assessments the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Fire insurance covering the full insurable replacement value of the common area, with extended coverage.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be revised at least annually and increased or decreased in the discretion of the association.
- (f) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (h) Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, insurance,

taxes or assessments that the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(i) In addition to maintenance to the common area, each association shall provide exterior maintenance of each lot as follows: Each association will be responsible for the purchase and/or maintenance of the front lawns, mowing, landscaping and mail boxes and other items as determined by the association, pursuant to these covenant. Each Association's provision for landscaping and mowing shall be subject to the approval of Association A which is granted the right to mandate a master contract for landscaping and mowing for the entire planned unit development with each association being responsible for its share of cost (based upon a master contract broken down into cost per phase.

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In the event the need for maintenance or repair is attributable to the wilful or negligent act of the owners of a lot or unit or their family, guest, or invitee, the cost of such maintenance or repair shall be added to and become part of the assessment to which each lot or unit is subject.

Section 2-A. Additional purpose of annual assessments for Association A. The annual assessments levied by Association A shall be exclusively to promote the health, safety, welfare and

recreation of the residents of the development, and for the improvement and maintenance of the common areas and of the homes situated within the development. Annual assessments shall include and the association shall acquire and pay out of the funds derived from annual assessments in addition to those items listed above, the following: (a) maintenance and repair of storm drains, drainage system, and retention base.

Section 3. Maximum annual assessment. (a) Until January 1 of the year immediately following the conveyance of the first lot or unit by declarant to an owner or owners or until One Hundred (100) of the units are conveyed whichever occurs later, the maximum annual assessment shall be One Dollar (\$1.00) (which shall be equally divided between Association A and the Association to which those lot or unit owners also belong to).

(b) From and after January 1 of the year immediately following the conveyance of the first lot or unit by declarant to an owner or owners or until One Hundred (100) units are conveyed whichever occurs later, the maximum annual assessment for each association may be increased each year not more than Ten percent (10%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first lot or unit by declarant to an owner or owners or until One Hundred (100) units are conveyed whichever occurs later, the maximum annual assessment for each association may be increased above Ten percent (10%) by the vote or

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written assent of a majority of each class of members for each association.

(d) Each board of directors of the association may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, any 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 for its common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of each class of members for that association.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members of that association not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within fourteen (14) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or units and may be collected on a monthly basis.

Section 7. Commencement and collection of annual assessments.

The annual assessments provided for in this declaration shall commence as to all lots or units on the first day of the month following the conveyance of a the common area. The first annual assessment shall be adjusted according to the number of months remaining in the applicable calendar year. The board of directors shall fix the amount of the annual assessment against each lot or unit at least thirty (30) days in advance of the due date for such assessment and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject to such assessment. The association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot or unit has been paid, and, on or before February 15 of each year, shall cause to be recorded in the office of the county clerk of Clark County, a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessments; remedies of the associations. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of Eighteen percent (18%) per annum. Each association may bring an action at law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien against the property. No owner or owners may waive or otherwise escape liability for the assessments

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2nd Am # 10

provided for in this declaration by nonuse of the common area or abandonment of his or her or their lot or unit.

Section 9. Subordination of assessment lien to mortgages. the assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot or unit shall not affect the assessment lien. However, the sale or transfer of any lot or unit pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot or unit from liability for any assessments thereafter becoming due or from the lien of such assessments.

ARTICLE FOUR

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner of a lot or unit shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner or owners for periods during which assessments against a lot or unit remain

unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the association;

(c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate such owner's right of enjoyment in and to the common areas and facilities to the members of the immediate family.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots or units and between each lot or unit and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than three feet as measured from any point on the common boundary between adjacent lots or units, and between each lot or unit and any adjacent portion of the common area,

along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots or units and between each lot or unit and any portion or portions of the common area adjacent thereto for encroachment created by common walls within the Development.

Section 5. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded development map. Within these easements, no structure, ^{or other permanent} ~~planting, or other~~ material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot or unit and all improvements on such lot or unit shall be continuously maintained by the owner or owners of such lot or unit, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporation, their employees and contractors, and shall also be open and accessible to declarant, and

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declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and right of way are reserved.

(c) All lots or units subject to easements for installation and maintenance of utilities and drainage facilities shall be further subject to usage of such easements for future development of this Development.

Section 6. Right of Entry. The association, through its authorized employees and contractors, shall have the right, after reasonable notice to the owner or owners, to enter any lot or unit at any reasonable hour on any day to perform such maintenance as may be authorized in this declaration.

Section 7. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the development or any part of the development, seek judicial partition thereof. However, nothing contained in this declaration shall be construed to prevent judicial partition of any lot or unit owned in cotenancy.

Sec 8 - Brick Walls (2nd part of 2)

ARTICLE FIVE

USE RESTRICTIONS

The development shall be occupied and used only as follows:

Section 1. Each lot or unit shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots or units as provided in Section 11 of this article.

Section 3. No noxious or offensive activity shall be carried on in or on any lot or unit with the exception of the business of declarant and the transferees of declarant in developing all of the lots or units as provided in Section 11 of this article.

Section 4. No sign of any kind shall be displayed to public view on a lot or unit or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or unit or on the common area that would increase the rate of insurance relating to a lot or unit or the common area without the prior written consent of the association, and no owner or owners shall permit anything to be done or kept on a lot or unit or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or that would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots

subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

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Section 8. No fence, hedge, wall, or other dividing instrumentality over seven (7) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant and the transferees of declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 11. Declarant or the transferees of declarant shall undertake the work of developing all lots or units included within the development. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Development as an ongoing residential community. In order that such work may be completed and the Development be established as a fully-occupied residential

community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the Development owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the Development owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonable necessary for the completion of such work, the establishment of the Development as a residential community, and the disposition of lots or units by sale lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, subcontractors of declarant or declarant's transferees from conducting on any part or parts of the Development property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the Development as a residential community, and of disposing of lots or units by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots or units owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Development lots or units.

As used in this section, the words "declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

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(e) Section 12. All clothes line equipment shall be so placed and kept as not to be visible from any street or other lot or unit within the development at any time.

ARTICLE SIX

OWNERS' OBLIGATION TO REPAIR

Each owner, at such owner's sole cost and expense, shall repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. *and casualty*

*1st Am
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ARTICLE SEVEN

OWNERS' OBLIGATIONS TO REBUILD

Except as may be limited by applicable statutes, laws, rules or regulations
If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to

*1st Am
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its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE EIGHT

ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the development with the consent of two-thirds of each class of members of Association A.

~~ARTICLE NINE~~

~~ARCHITECTURAL CONTROL~~

*replaced
2nd Am # 14*

~~Section 1. No building, fence, or other structure shall be commenced, directed or maintained upon the lots or units nor, shall any exterior addition to, or change, or alteration therein be made until the plans and specification showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association that governs that particular lot or unit, or by an architectural committee composed of three (3) or more representative appointed by that Board. In the event that Board, or designated committee, fails to prove or disapprove such design and location within thirty~~

(30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The architectural control exercised by a Board of Directors of an association or its appointed committee shall include control over, but not be limited to the following items: design, colors, roofing materials, streetscape considerations, fencing materials, height, and landscaping.

ARTICLE TEN

PLAN OF DEVELOPMENT OF COUNTRY CLUB ESTATES

Section 1. Country Club Estates is planned to be developed in multiple phases. Additional Common Areas may be conveyed to Association A at the time the subsequent phases are developed. As each phase is developed, the owners shall have the right to become members of Association A; to share the use of all Common areas of Association A; and such owner shall be assessed for common expenses in the same manner as all the owners in the development.

ARTICLE ELEVEN

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, each association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, an

association, or by any owner to enforce any covenant or restriction contained in this declaration shall in no event be deemed a waiver of the right to do so at a later date.

Section 2. Severability. Invalidation of any one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members of Association A.

Section 4. Subordination. No breach of any of the conditions contained in this declaration or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the Development or any lot or unit in the Development; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by each association or any member thereof for a period of twenty-five (25) years from the date of this declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the lots or units.

Section 6. Governing Law. This declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

Executed this 7th day of December 1992.

Parkland Supply Corporation,
Number One, Inc.

By: Walter T. Bales
Walter T. Bales, President

By: Sylvia Cain
Sylvia Cain, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

BEFORE ME, the undersigned, Notary Public, in and for the above-named County and State, this 7th day of December, 1992, personally appeared Walter T. Bales, and acknowledged the execution of the foregoing.

WITNESS my hand and notarial seal.

David L Lewis
Notary Public

My commission expires:

3-22-96

DAVID L LEWIS
Printed Signature
Resident of Clark county,
Indiana

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

BEFORE ME, the undersigned, Notary Public, in and for the above-named County and State, this 7th day of December, 1992, personally appeared Sylvia Cain, and acknowledged the execution of the foregoing.

WITNESS my hand and notarial seal.

David L Lewis
Notary Public

My commission expires:

3-22-96

DAVID L LEWIS
Printed Signature

Resident of Clark County,
Indiana

THIS INSTRUMENT PREPARED BY:
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(812) 282-7566
Indiana Supreme Court No. 10040-22