

# **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGHLAND PARK ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGHLAND PARK ESTATES, made on the date hereinafter set forth by Highland Park Estates, LLC., hereinafter referred to as "Declarant."

## **RECITALS**

WHEREAS, Declarant is the owner of certain property in Monroe County, State of Indiana, which is more particularly described on this plat which these covenants, conditions and restrictions are made a part.

NOW, THEREFORE, Declarant hereby declares that the real estate described above shall be held, transferred, encumbered, used, occupied, sold and conveyed to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **Name**

This subdivision shall be known and designated as Highland Park Estates, a subdivision located in Monroe County, Indiana.

## **ARTICLE II**

### **Definitions**

Section 1. "Association" shall mean and refer to Highland Park Estates Homeowner's Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those persons and entities having such interest merely as security for the performance of an obligation. Persons or entities owning a single Lot as tenants in common, joint tenants, tenants by the entirety or any form of joint or divided ownership shall be considered one Owner for purposes of this Declaration.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, including the Common Areas and Lots, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is the area designated on the Plat of Gentry East.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Highland Park Estates, LLC. its successors and assigns if such successor or assign acquires the rights, title and interests of Highland Park Estates, LLC to this Declaration.

Section 7. "Plat" shall mean and refer to the subdivision plat of the properties recorded in the office of the Recorder of Monroe County, Indiana, as the same may be hereafter amended or supplemented.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of Highland Park Estates Homeowner's' Association, Inc.

Section 9 . Residence. "Residence" means the detached single-family dwelling constructed upon a Lot in the Properties.

Section 10 Committee. "Committee" means Highland Park Estates Architectural Control Committee Which shall be constituted and governed as set out in Article XIII.

Section 11. Building. "Building" means all structures erected within the Properties including Residences, garages, outbuildings or enclosed structures of any kind.

Section 12. Conservancy and Drainage Easement. "Conservancy and Drainage Easement" means the areas designated "Conservancy and Drainage Easement" on the Plat which except for the initial construction by the Declarant in the manner approved by the appropriate governmental authority as part of the development plan for the Property, shall remain in its natural state and which shall preclude future or additional development.

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### **ARTICLE III** Property Rights

Section 1. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Properties.

Section 2. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Area conveyed or leased to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

Section 3. Governmental Restrictions. The Properties and all Lots and Residences constructed upon Lots shall be subject to the zoning ordinances and regulations of the applicable governmental authorities, all of which are hereby incorporation by this reference.

Section 4. Effect on Owners. The Owners of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or in the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Declarant and the Committee with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners, covenant and agree and consent to and with Declarant to and with the Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

## **ARTICLE IV**

### **Lots**

**Section 1. Number of Lots.** Lots with new construction in Phase 1 and the Minor Subdivision conveyed after this Declaration. Phase 2 of the subdivision consists of twenty-two (22) numbered Lots with public streets as shown on the plat. It is anticipated that additional phases will be annexed to Highland Park Estates by Declarant.

**Section 2. Street Dedication and Access.** All roads (but not driveways) shown on the plat and not heretofore dedicated are dedicated to the public.

**Section 3. Land Use.** Except as otherwise provided in Article VI, Section 1, all Lots shall be used exclusively for single-family residential purposes and no commercial **Section 4. Subdivision of Lots.** No Lot shall be subdivided to form units of less area.

**Section 4. Subdivision of Lots.** No Lot shall be subdivided to form units of less area, unless approved by Highland Park Estates, LLC, its successor's or assigns.

**Section 5. Conveyance of Lots.** Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained in this Declaration, as amended.

## **ARTICLE V**

### **Access Rights of the Association**

Certain utility lines, sewer and other facilities and other improvements located on one Lot may serve other Lots. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, their respective officers, agents, employees and contractors shall have a perpetual and non-exclusive easement thereto and shall have the right, at reasonable times and at any time in case of emergency to go upon any other Lot for the purpose of repairing, maintaining or causing to be maintained or repaired utility lines, stormwater, sewer or other facilities which serve more than one Lot.

The Association shall have and is hereby granted an easement for access to all Lots for ingress and egress as reasonably required by its officers, directors, employees and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. The easement specified herein is also reserved for the benefit of Declarant so long as Declarant owns any Lot and for so long as Declarant may be liable under any builder's warranty including any construction, maintenance or repair work reasonably required in connection with the Common Areas shown on the recorded plat and any amendments of the plat.

Within these easements, no Building, structure or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of utility easements or which obstructs, retards or changes the direction or flow of drainage. Plants, trees and other vegetative cover is allowed in the easements so long as they do not obstruct, damage or interfere with the permitted use of the easement.

## **ARTICLE VI**

### **Construction Restrictions**

**Section 1. Type and Nature of Improvements.** All Lots in this addition are reserved for one-family residential use. No Building or any part thereof erected on any Lot shall be used for any commercial purpose whatsoever, except that Highland Park Estates, LLC, or its designated agent, so long as either owns a lot in Highland

Park Estates, including additional phases of development as may be annexed into Highland Park Estates as provided herein below, may maintain a sales and marketing office Highland Park Estates and /or a construction office on a Lot. The size, design and configuration of such office shall be solely within the discretion of Highland Park Estates, LLC.

Section 2. Building Setback Lines. Between front building setback lines and street lines as shown on the Plat, no Building or Buildings or parts thereof shall be erected, located or maintained on any Lot nearer than the minimum setback lines depicted on the Plat, the setback restrictions in effect at the time of construction imposed by any governmental authority or the restrictions set forth in this Section, whichever is more restrictive. In no event may a Building be nearer than five (5) feet to the closest point of the Lot's side lines nor the combined side yard setbacks be less than ten (10) feet nor the back twenty (20) foot setback line, whichever is more restrictive. No improvements may be erected within the front twenty-five (25) foot setback line as shown on the plat.

Section 3. Occupancy No Residence shall be occupied prior to completion, and there shall be no temporary living quarters constructed on any Lot. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot in this addition shall at any time be used as a Residence, temporarily or permanently, nor shall any structure of a temporary character be used as a Residence.

Section 4. Building Size Restrictions. The following provisions shall apply to all Residences or Buildings contained upon the Properties:

- Residences of one story in height shall have a finished ground floor area of not less than 1,400 square feet above finished grade.
- All other Residences shall have a finished ground floor area of not less than 900 square feet above finished grade, and a total of 1800 square feet above finished grade.
- The ground floor area for the purpose of these restrictions shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, breezeways, garages, chimney and eaves.
- Except for Residences located on corner lots, the main roof gable end shall not face toward the street unless prior written approval is obtained from Highland Park Estates, LLC. Residences where the foundation is exposed above finish grade level shall have said entire exposed foundation painted, covered, or veneered with either stone or brick on all sides of the house unless waived in writing by the Gentry Estates Development Company, Inc.
- All utilities shall be underground.
- No Residence, exclusive of chimney, shall exceed forty (40) feet in height measured from the lowest finished grade level at the front of the Residence foundation visible from any street to the highest point of the Residence's roof.

Section 5. Administration

- Restrictions set out under Article VI, Section 4 entitled Building Size Restrictions may be waived by Highland Park Estates, LLC., its assigned or successors, on application in writing by any Lot Owners. Said waiver shall be valid only when properly recorded in the Office of the Recorder of Monroe County, Indiana.
- The powers and duties of Highland Park Estates, LLC., may be assigned to the Control Committee or the Association. Said assignment shall be valid when properly recorded in the office of the Recorder of Monroe County, Indiana.

Section 6. Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets kept by an Owner shall not be permitted to run free or to roam at large at any time. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a lease or similar restraint.

Section 7. Nuisance. It shall be the responsibility of each Owner of a Residence to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of his or her Residence. No Residence shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Residence that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Residences. No noxious or offensive activity shall be carried on upon any Residence, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Residence. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. Yard incinerators for the disposal or burning of trash shall not be permitted anywhere within the Properties.

Section 8. Certain Vehicles and Personal Property Prohibited. No vehicle which is inoperative and not being used for normal transportation, shall be permitted to remain on any street or Lot. Recreational vehicles, boats, trailers, buses and trucks, other than quarter-ton and half-ton pickup trucks, shall not be permitted to remain on any Lot, driveway or side street over night.

Section 9. Construction and Sale. Notwithstanding any provisions contained herein to contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots, upon any portion of the Properties which Declarant and/or Gentry Estates Development, Inc., and/or Gentry Estates Construction Co., Inc. or their successors or assigns or Lot purchasers authorized by Declarant, owns, such facilities as in the sole opinion of Declarant may be reasonably required, or be convenience or incidental to the construction and sale of its Lots, or subsequently constructed homes, including, but without limitation, storage areas, signs, model residences, construction offices, sale and business offices.

Section 10. Additional Subdivision Use Restrictions.

- Waste Disposal - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material, and such items shall not be kept except in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition
- Yard incinerators for the disposal or burning of trash are not permitted.
- All dwelling units shall be equipped with a mechanical device for the grinding and disposal of garbage and food waste in the kitchen or kitchens through the sewer drain.
- All sewage disposal shall be connected with the sanitary sewer system of the City of Bloomington, Indiana. No septic tanks for cesspools are permitted.

- No fence in excess of 10 feet in height shall be permitted on any lot, and no fence in excess of 6 feet in height shall be permitted within 10 feet of any lot lines.
- No fence, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- Each Residence shall have an enclosed two-car garage for the off street Parking of a minimum of two vehicles and each Residence shall have a driveway with a minimum width of sixteen (16) feet extending from the curb line in the front of the Lot back to a point at least as far as the closest point of the structure to the street. All driveways shall be paved with either concrete or hot mixed bituminous asphalt material. No overnight on-street Parking of vehicles shall be permitted in Highland Park Estates.
- Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with lawn and shrubbery care in a good and reasonable manner. No Owner shall permit his or her Lot or the improvements thereon to become unsightly. Owners of undeveloped Lots shall cut vegetation and grass in a timely manner by bushhog or other usual five (5) days notice, shall entitle Declarant or the Association to maintain the Lot and include the reasonable cost as an additional assessment to the Owner, plus attorney's fees. Such costs and fees may be collected as provided in Article VIII.
- No outbuildings or satellite dishes, except DSS dishes which are screened from view, shall be installed except with the prior written approval of Declarant or the Committee. Outbuildings shall not exceed 80 square feet of floor space unless approved by Declarant or the Committee.

## **ARTICLE VII**

### Association, Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Membership. The Association shall have one class of voting membership.

Section 3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4. Professional Management. No contract or agreement for professional management of the Association nor any other contract with Declarant shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

Section 5. Proxy. Declarant has continuing responsibilities for development of Highland Park Estates, installation of infrastructure and oversight of the orderly

development of additional Residences and Lots in Highland Park Estates. In recognition of Declarant's continuing responsibilities, acceptance of a deed to any Lot in Highland Park Estates shall also constitute the granting of an irrevocable proxy by the member of the Association, the lot owner, to Declarant, to vote in such member's name at any meeting of the members of Association. The proxy shall be of an indefinite term and shall terminate effective at the next annual meeting of Association occurring ninety (90) days after all Lots in Highland Park Estates, to include Lots created by amendment or annexation, have been sold and deeded by Declarant. Each member shall sign any documents necessary to effectuate the granting of this irrevocable proxy to Declarant.

## **ARTICLE VIII**

### **Covenant for Maintenance Assessments**

#### **Section 1. Creation of the Lien and Personal Obligation of Assessments.**

Declarant, for each Lot owned within the Properties, hereby covenants, and the Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless that obligation is expressly assumed by the successor's Owner.

**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, to ensure compliance with the Stormwater Management requirements of the applicable governmental authorities; and, to improve and maintain the Common Area.

**Section 3. Maximum Monthly Assessment.** Until January 1, 2009, the maximum monthly assessment shall be Twenty-five Dollars (\$25.00) per Lot.

- From and after January 1, 2007, the maximum monthly assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- From and after January 1, 2007, the maximum monthly assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who by voting in person or by proxy, at an Owner's meeting duly called for this purpose.
- The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the monthly 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, of a capital improvement to any Lot for items or areas maintained by the Association in accordance with this maintenance obligation, including fixtures and personal property

related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting of the Association duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership 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. Uniform Rate of Assessment. Both monthly and special assessments for Common Area expenses, Common Area capital improvements and operating deficits must be fixed at a uniform rate for all Lots, and may be collected on a monthly, semi-annual or annual basis.

Section 7. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessments provided for herein and the insurance assessment provided for in Article XI shall commence as to each Lot on the earlier of the (1) first day of the ninth month following execution of a Purchase Agreement between Declarant and Owner; (2) the first day of the sixth month following the conveyance of such Lot by Warranty Deed by Declarant; or, (3) the first day of occupancy of a Residence constructed on the Lot. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment that is not paid on the date when due shall become delinquent and shall become, together with such interest thereon and cost of collection as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisee, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot and Residence located thereon, or both, and there shall be added to the amount of such assessment all costs including attorney's fees associated with collecting or enforcing payment of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or by non-use of the Common Area.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Declarant's Reserved Rights. Declarant, for such time as it continues to be a Lot Owner, shall only be required to contribute such sums to the Common Expense and Insurance Assessments, in addition to the total of the monthly Common Expense Assessment and the Insurance Assessment paid by all other Owners, as may be required for the Association to maintain the Common Area, as provided in this Declaration, provided, however; in no event shall Declarant be required to contribute an amount exceeding the amounts which would have been duly assessed for similar Lots had they been sold to bona fide purchasers other than Declarant.

## **ARTICLE IX**

### Declarant's Rights

Declarant or Lot purchasers authorized by Declarant reserves the right to use any of the Lots to construct model homes and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots. This reservation of right or privilege in Declarant or authorized Lot purchasers, includes, but is not limited to, the right to maintain a model, erect signs, maintain an office. Staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of Buildings and other improvements.

## **ARTICLE X**

### Maintenance

Section 1. Maintenance by Owners. Each Owner shall be responsible for maintenance of landscaped areas within the public right-of-way in front of the Owner's Lot or Residence; however, the Owner's responsibilities may be assigned to the Association, if such assignment is approved by vote of two-thirds of the Owners at a regular or special meeting of the Association called for that purpose.

Section 2. Maintenance of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of the Common Area and any improvement thereon.

## **ARTICLE XI**

### Insurance

Section 1. Casualty Insurance. If the Board of Directors determines that casualty insurance is required, the Association shall purchase a master casualty insurance policy for policies affording fire and extended coverage insurance insuring the Common Area and the improvements thereon in an amount commensurate with the full replacement value of the shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause

such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro-rata basis.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. 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 the Association, its Board of Directors and any managing agent acting on behalf of the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro-rata cost thereof shall be assessed to each Lot conveyed by Declarant subject to the terms and provisions of Article VIII.

Section 4. Owner's Insurance. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his Residence and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner shall maintain fire and extended coverage casualty insurance for his Residence.

Section 5. Casualty and Restoration. Damage to or destruction of the Common Area due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. Each Owner covenants to promptly repair, restore, or replace a Residence damaged or destroyed due to fire or other casualty or disaster. The proceeds of the insurance required under Section 4, shall be applied for that purpose.

## **ARTICLE XII**

### **Easements**

Section 1. Drainage, Utility and Sewer Easements. It is the intention of Declarant to provide the needed flexibility to itself and the Association to properly

install and allow to be maintained all electrical, telephone, water, gas, sewer and other utility services (including all lines, pipes, wire, cable, ducts, etc., including cable television and the like) to the Residences constructed on the various Lot.

Declarant further reserves unto itself an easement and right of way in and to the Lots and Common Areas shown on the Plat and easement of ingress and egress through so much of the remainder of the Properties as is reasonably necessary or appropriate to perform such actions as are required or are reasonably necessary or appropriate for purpose of establishing and maintaining proper surface water drainage throughout the Properties including the construction, repair and maintenance or retention and detention ponds or lakes in accordance with the requirements of all governmental agencies having jurisdiction. Provided, however, the reservation of this easement and terms and provisions contained herein shall not be construed so as to impose upon Declarant any higher or different duty or obligation than is imposed by applicable law.

Section 2. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility and sewer easement or any access easement and to grant such further easements, licenses and right-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lots(s) or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, driveway easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the office of the Recorder of Monroe County, Indiana, and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserve in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects any improvement or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last Lot within the Properties or on December 31, 2015, whichever first occurs.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon any pedestrian walkways, sidewalks, or roadway.

Section 4. Easement for Sign and Maintenance. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign within the areas shown on the Plat as permanent signage and entryway easements. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Association, the right and easement to erect and maintain directional signs upon the Properties. Such directional signs shall contain only directional information such as street addresses, shall comply with all applicable zoning requirements, shall not extend more than four (4) feet above grade, shall be located within the areas noted on the Plat and shall be maintained by the Association. Declance also reserves unto itself and grants to Owners by and through the association the right and easement for access to common Areas for required maintenance.

**ARTICLE XIII**  
Architectural Control

No residence or other structure shall be constructed until all plans have been submitted to Declarant and have received written approval from Highland Park Estates, LLC, or it/s successors or assigns. The powers and duties of Declarant may be assigned to an architectural control committee or to the Association. Said assignment all be valid only when properly recorded in the office of the Recorder of Monroe County, Indiana.

**ARTICLE XIV**

Encroachments and Easements for Buildings

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

**ARTICLE XV**

General Provisions

- Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

Section 2.20 Amendment. This Declaration may be amended or changed at any time within twenty (20) years following the date of recordation by an instrument recorded in the office of the Recorder of Monroe County, Indiana, signed or approved by at least two-thirds (2/3) of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant without the approval of Owners or Mortgagee, if it then has any ownership interest in the Properties, at any time within twenty (20) years after the recordation hereof, except that Declarant shall not effect any of the following changes without the approval of two-thirds (2/3) of the first mortgages of the Lots (based upon one (1) vote for each mortgage) or two-thirds (2/3) of Owners of Lots (excluding Declarant and Original Builder);

- The abandonment, partition, subdivision, encumbrance, sale or transfer (other than to the Association) of the Common Area (other than the granting or altering of utility and drainage easements).
- Change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- Allow the Association to cancel liability insurance coverage on the Common Area;
- Allow the Association to use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement or reconstruction of the Common Area.

This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the office of the Recorder of Monroe County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and s'restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 3. Annexation. Additional residential property and Common Area may be annexed to the Properties at the discretion of Declarant by the Recording of a declaration, and/or plat applicable to such annexed real estate which incorporates the terms of the Declaration herein, and which annexation may add new lots to the Association. Declarant further reserves the right to acquire and annex such additional real estate as it may choose so long as such real estate has at least one boundary line in common with the boundaries of Highland Park Estates as they may exist from time to time. Real estate annexed by Declarant may be developed in any manner, in Declarant's sole discretion, so long as its use is residential.

Section 4. Mortgagee Rights Any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots may, jointly or singly, pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area or any property owned by the Association and such lender or lenders may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such Common Area or other property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 5. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its Bylaws or any other applicable documents which default has not been cured within sixty (60) days.

IN WITNESS WHEREOF, Highland Park Estates, LLC., by Bob Crider member, have hereto caused his name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

DECLARANT  
HIGHLAND PARK ESTATES, LLC.

By: \_\_\_\_\_  
Bob Crider, Member

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public, in and for said County and State, personally appeared Bob Crider, Member for and on behalf of Highland Park Estates, LLC. knows the execution of this Declaration of Covenants, Conditions and Restrictions of Gentry East and who having been duly sworn, stated that all facts set forth are true to the best of their knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Name Printed: \_\_\_\_\_

Notary Public

I reside in \_\_\_\_\_ County, Indiana

My commission expires: \_\_\_\_\_.

This instrument Prepared By: Ben Beard, 986 S. St. Rd. 446, Bloomington,  
Indiana 47401, (812) 332-7555.