



# Lantern Pines Property Owners' Association

Dear Property Owner:

Welcome to Lantern Pines. The attached documents represent the Covenants governing our subdivision and the By-Laws outlining how the Association is run. Please take some time to familiarize yourself with both documents.

The attached amendments have been made over the years to both documents. Please note these changes and keep these amendments along with the Covenants and By-Laws.

The Association meets at least twice a year, holding an annual meeting in the June/July time frame and a budgetary meeting to approve the upcoming year's budget in November/December. Look for announcements for each meeting to be circulated at least two weeks prior to each meeting.

Please remember, as mentioned in the Covenants, any permanent structural improvement (fence, deck, satellite dish, etc.) you make to your property must be approved by the architectural committee. Please submit two copies of the plans for such improvements to the Architectural Committee Chairman, Dean Hill.

If you have any questions about the Association, Covenants, or By-Laws, please feel free to contact one of the Board Members listed below or write to the Board of Directors at the address listed on this letterhead.

Sincerely,

Board of Directors  
Lantern Pines Home Owners' Association

**Board of Directors**

Shawn Killian  
260-687-9299

Joel Hampshire  
317-716-6093

Brian Lindstrom  
317-576-8032

**Architectural Committee Chairman**

LP POA  
PO Box 54  
Fishers, IN  
46038-0054

## **By-Laws Update**

### **Article V Section 5.02 Vacancies:**

Any vacancy that shall occur in the Board of Directors by death, resignation or otherwise shall be filled by a majority vote of all the members of the association, and the directors so chosen shall serve the unexpired portion of the term for which the person to be replaced shall have been elected or chosen.

#### **Amended to:**

Any vacancy that shall occur in the Board of Directors by death, resignation or otherwise shall be filled by a majority vote of all the members of the association present at a special meeting held for this purpose, and the directors so chosen shall serve the unexpired portion of the term for which the person to be replaced shall have been elected or chosen.

## **Covenants Update**

### **Article 5 General Prohibitions Section M Obtrusive Objects:**

No high intensity lighting, no television, radio or other antennae, no satellite dishes, nor any visually obtrusive object may be erected by any lot Owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. It is the intent not to allow exterior antennae.

#### **Amended to:**

No high intensity lighting, no television, radio or other antennae, nor any visually obtrusive object may be erected by any lot Owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. It is the intent not to allow exterior antennae and satellite dishes larger than thirty-nine inches in diameter.

CODE OF BY-LAWS  
OF  
LANTERN PINES PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

Definitions

Section 1.01. The term "Association" shall mean Lantern Pines Property Owners' Association, Inc.

Section 1.02. The term "Act" shall mean The Indiana General Not For Profit Corporation Act, of 1991, as amended from time to time.

Section 1.03. The term "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.04. The term "Code of By-Laws" shall mean the Code of By-Laws of the Association, as amended from time to time.

Section 1.05. The term "Project" shall mean the subdivision known as Lantern Pines, which is situated in Hamilton County, Indiana.

ARTICLE II

Identification

Section 2.01 - Name The name of the Association is Lantern Pines Property Owners' Association, Inc.

Section 2.02 - Principal Office and Resident Agent The location of the principal office of the Association and the designation of the resident agent of the Association shall be as specified in the Articles of Incorporation, unless, after the adoption of the Articles of Incorporation, such location or such designation or both shall be changed in accordance with the requirements of the Act, in which case the notice of the change that is required by the Act (and the more or most recent of such notices, if two or more shall have been filed) shall be conclusive as to the matters covered by such notice.

Section 2.03 - Seal The seal of the Association shall be in the form of a circle, about the upper periphery of which shall appear the words "Lantern Pines Property Owners' Association, Inc." (or an appropriate abbreviation thereof), and about the lower periphery

of which shall appear the word "Indiana". When the affixing of the seal of the Association to any instrument shall be appropriate, the affixing may be done by means of a metal die capable of impressing the seal on paper or the affixing of the seal may be done by drawing the seal of the instrument to which it is to be affixed.

Section 2.04 - Fiscal Year The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in the same calendar year.

### ARTICLE III

#### Membership

Section 3.01 - Qualification for Membership Membership in Lantern Pines Property Owners' Association, Inc. is limited to Lantern Pines property owners. However, any person who holds a membership in the Association at the time of the adoption of these By-Laws will be entitled to retain such membership regardless of his place of residence.

Section 3.02 - Evidence of Membership The Board of Directors of the Association shall have the power (but not the duty) to cause the issuance of evidences of membership in the Association to the members thereof in such form as the Board of Directors shall prescribe. As of the date of the adoption of this Code of By-Laws, the Board of Directors has taken no action (except the adoption of this By-Law).

Section 3.03 - Privileges of Membership The members of the Association (and any person who both belongs to the family of a member and has the same residence as the member to whose family he belongs, and any person who is a guest of a member of the Association) shall have the privilege of using the areas designated parks, commons, blocks or rights-of-way in the plats of the Project, and any other recreational facilities within the Project that are owned by the Association, in accordance with the restrictive covenants of the Project, the Articles of Incorporation, and any such other rules for the use of such facilities adopted from time to time by resolutions of the Board of Directors of the Association.

### ARTICLE IV

#### Meetings of Members

Section 4.01 - Place of Meetings Any meetings of the members of the Association may be held at any place within Hamilton or Marion County, Indiana. The place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

Section 4.02 - Annual Meeting The annual meeting of the members of the Association for the election of Directors whose terms have expired and for the transaction of such other business as may properly come before the meeting, shall be held on the 3rd Monday in June of each year, upon notice given to the members as herein provided. Failure to hold the annual meeting at the designated time shall not work any forfeiture of the charter, or dissolution of the Association.

Section 4.03 - Special Meetings A special meeting of the members of the Association may be called by the President, by a majority of the Board of Directors, or by a written petition signed by a person who has, or persons who have, the right to cast one-half (1/2) of the votes on any questions upon which the vote of the membership of the Association shall be required or desirable.

Section 4.04 - Notice of Meetings A written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting (or when required by any provision of the Act or the Articles of Incorporation, or by any other provision of the Code of By-Laws), the purpose for which such meeting shall have been called, shall be delivered or mailed by the Secretary to each person (or group or persons constituting a tenancy by the entireties, a joint tenancy, or a tenancy in common) owning a numbered lot in the Project at least ten (10) days before the date of the meeting. Unless the Secretary shall have been otherwise notified in writing, adequate notice of a meeting shall be deemed to have been given to any member if said notice is mailed to the address of the member supplied by such member to the Association for the purpose of notice. Notice of any meeting of members may be waived in writing filed with the Secretary of the Association before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

#### Section 4.05 - Voting at Meetings

Clause 4.051 - Voting Rights The voting rights of the members of the Association shall be as prescribed in the Articles of Incorporation.

Clause 4.052 - Method of Voting A vote attributable to a numbered lot in the Project shall be cast as follows:

- a) If the lot is owned by one person, the vote shall be cast by that one person.
- b) If the lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, the vote attributable thereto shall be deemed properly cast if cast by any one of the tenants in the absence of any objection, or contrary vote, by any other of them.

c) If a lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, and if two or more of them desire that vote attributable to that lot be cast in different ways, or one of them desires that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by not less than a majority in number of the tenants.

Clause 4.053 - Proxies Any person who is entitled to vote (as the Sole owner of a numbered lot in the Project or as one of a group of tenants by the entireties, joint tenants, or tenants in common owning such a lot) at any meeting of the members of the Association may vote in person or by proxy executed in writing of by a duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless a longer time is expressly provided for upon the face of the proxy instrument.

Clause 4.054 - Quorum Quorum shall be deemed to be present at any meeting of the members of the Association, if at such meeting, the owners of not less than five (5) of the numbered lots in the Project are present. A quorum shall be deemed to be present at any special meeting of the members of the Association, if, at such meeting the owners of not less than ten (10) of the numbered lots in the Project are present. For the purpose of this Clause 4.054, the owner of a lot shall be deemed to be present at a meeting if any owner of that lot is present in person or by proxy or by attorney-in-fact, whether the tenant so present is a sole owner, a tenant in common, a joint tenant, or a tenant by the entireties.

## ARTICLE V

### The Board of Directors

Section 5.01 - Qualifications and Elections The affairs of the Association shall be managed by a Board of three (3) Directors, (each of whom shall be a member of the Association). Each member of the first Board of Directors designated in the Articles of Incorporation shall serve for a term of three (3) years. Thereafter, an entire Board of Directors shall be elected by the members of the Association, voting in accordance with the Articles of Incorporation and the Code of By-Laws, at each annual meeting of the members, and each of the three (3) Directors so elected shall serve for a term of one (1) year, but shall hold his office until his successor shall have been chosen and qualified.

Section 5.02 (Amended November 16, 1995) Vacancies Any vacancy that shall occur in the Board of Directors by death, resignation or otherwise shall be filled by a majority vote of all the members of the association, and the directors so chosen shall serve the unexpired portion of the term for which the person to be replaced shall have been elected or chose.

Section 5.03 - Annual Meeting The Board of Directors shall hold an annual meeting immediately after the annual meeting of the members of the Association, for the purposes of organization, election of officers, and the consideration of any other business that properly may be brought before the meeting. The failure to hold any annual meeting at the designated time shall not work any forfeiture of the charter, or dissolution of the Association.

Section 5.04 - Special Meetings Special meetings of the Board of Directors may be called at any time by the President and shall be called on the written request of any two (2) Directors.

Section 5.05 - Notice of Meetings A written or printed notice stating the place, day, and hour of the annual or a special meeting shall be delivered or mailed by the Secretary to each Director at least three (3) days before the date of the meeting. Notice of any meeting of Directors may be waived by any Director in a writing filed with the Secretary before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

Section 5.06 - Place All meetings of the Board of Directors of the Association shall be held at such place as may be specified in the respective notices, or waivers of notice, thereof.

Section 5.07 - Quorum A majority of the whole Board of Directors shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the existing Directors for a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

#### Section 5.08 - Powers and Duties of Directors

Clause 5.081 - Powers The powers of the Board of Directors shall include (but not be limited to)–

- a) the power to adopt and publish rules and regulations governing the use of those parts of the Project that are or will be owned by, or are otherwise under the control of the Association; and
- b) the power to exercise for the Association all the powers and duties of the Association whose exercise is not reserved or committed to the membership of the Association by the Code of By-Laws or the Articles of Incorporation.

Section 5.082 (Amended November 16, 1995) Duties The duties of the Board of Directors shall include (but not be limited to) the duty to fix prior to the first day of January in each year the amount of the annual charge that is to be made against each member of the Association pursuant to the provisions for such a charge that are contained in the Articles of Incorporation and in the subdivision plats of the project. Said charges shall be billed payable on the first day of February of each year.

Section 5.09 - Adoption of Rules and Regulations The Board of Directors shall adopt rules and regulations relating to the use and enjoyment of the streets, parks, retention ponds, easements, and any other recreational facilities within the Project that are owned by the Association.

Section 5.10 - Committees The Board of Directors may create such temporary and standing committees as it shall deem necessary, and shall assign to each committee so created such duties as the Board of Directors shall consider proper for assignment to such committee. The Board of Directors shall choose committee members from the membership of the Association, and each such committee member shall serve at the pleasure of the Board of Directors.

## ARTICLE VI

### The Officers of the Association

Section 6.01 - Number The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and in addition, the Directors may choose an Assistant Secretary and/or an Assistant Treasurer. Any person may hold two (2) offices at the same time except the offices of President and Secretary. No officer, except the President, need be a Director.

Section 6.02 - Election and Term of Office The officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold his office until his successor shall have been chosen and qualified, or until his death, resignation, or removal.

Section 6.03 - Removal Any officer may be removed, with or without cause, at any time, by a vote of not less than two (2) Directors, at a special meeting of the Board of Directors called for the purpose of considering the removal.

Section 6.04 - Vacancies Any vacancy in any office because of death, resignation, or removal, or otherwise caused, shall be filled for the unexpired portion of the term by a person chosen by the Board of Directors.

Section 6.05 - The President The President, who shall be chosen from the Directors, shall have active executive management of the operations of the Association.

subject, however, to the control of the Board of Directors. He shall, in general, perform all duties incident to the office of President and such other duties as, from time to time, may be assigned to him by the Board of Directors.

Section 6.06 - A Vice President A Vice President shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him. In the case of absence or inability to act of the President, the Vice President shall temporarily act in his place.

Section 6.07 - The Secretary The Secretary shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Secretary's custody, the minutes of the meetings of the members of the Association and of the Board of Directors; shall at all times keep at the principal office of the Association a complete and accurate list of the names and addresses of all members of the Association; shall attend to the giving of all notices in accordance with the provisions of this Code of By-Laws and as required by law; shall be the custodian of the records (except the financial records) of the Association and of any die or other instrument usable in affixing the seal of the Association to paper; shall affix the seal of the Association (by means of a die or by hand) to every document whose execution on behalf of the Association under its seal shall have been properly authorized; and shall, in general, perform all duties incident to the office of the Secretary and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

Section 6.08 - An Assistant Secretary An Assistant Secretary shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him.

Section 6.09 - The Treasurer The Treasurer shall be the financial officer of the Association; shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Treasurer's custody, complete books and records showing the financial condition of the Association and shall keep a separate financial account of each member of the Association; shall have charge and custody of, and be responsible for, all funds of the Association and shall deposit all such funds in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Association in accordance with the instructions of the Board of Directors of the Association; shall render to the President, on request, an account of all his transactions as Treasurer and of the financial condition of the Association; and shall, in general, perform all the duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

Section 6.10 - An Assistant Treasurer An Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him.

## ARTICLE VII

### Corporation Books and Records

Section 7.01 - Place of Keeping, In General Except as otherwise provided by the laws of the State of Indiana or this Code of By-Laws, the books and records of the Association may be kept at such place or places as the custodian thereof may select, but all of such books and records shall be open for inspection by any member of the Association for proper purposes at any reasonable time.

## ARTICLE VIII

### Execution of Checks and Contracts

Section 8.01 - Execution of Checks Every check for the payment of money of the Association, and every promissory note of the Association, shall, unless otherwise ordered by the Board of Directors or required by law, be signed by two (2) officers of the Association, one of whom will be the Treasurer or Assistant Treasurer.

Section 8.02 - Execution of Contracts Every contract (in addition to those mentioned above, in this code of By-Laws) to which the Association shall be a party, shall be executed in its name by its President or a Vice President and attested by the Secretary or an Assistant Secretary, and the Secretary or an Assistant Secretary shall, when doing so shall be appropriate, affix the seal of the Association to such contract.

## ARTICLE IX

### Amendments

Section 9.01 - Procedure A copy of any proposed change in the By-Laws shall be submitted in writing to each member of the Board of Directors at least 14 days prior to the meeting of which it is to be considered by the Directors. If a majority of the directors present at such meeting approve the change, then a copy of the amendment shall be mailed to the entire membership.

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## LANTERN PINES

## DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 7<sup>th</sup> day of July, 1992, by Lantern Pines Development Corporation, an Indiana corporation, (hereinafter referred to as the "Developer"),

WITNESSETH:

This Instrument Recorded 7-8  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

WHEREAS, the Developer is the owner of all the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided and known as LANTERN PINES. SECTION ONE (hereinafter referred to as the "Development"), and will be more particularly described on the plat thereof which will be recorded in the office of the Recorder of Hamilton County; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become 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 are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having an interest in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

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

- A. "Committee" shall mean the Lantern Pines Architectural Review Committee, composed of three (3) members appointed by the Developer, who shall be subject to removal by the Developer at any time, with or without cause. Any vacancies, from time to time, shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more member of the Committee.
- B. "Association" shall mean the Lantern Pines Property Owner's Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 12 of the Declaration.
- C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hamilton County, Indiana.
- D. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.



E. "Town" shall mean the Town of Fishers, Hamilton County, Indiana.

F. "Plat" shall mean the subdivision plat of the property, as the same may be hereinafter amended or supplemented pursuant to the Declaration.

## 2. CHARACTER OF THE DEVELOPMENT

A. In General. Every numbered lot platted as a part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plat shall be used in a manner consistent with the zoning and use designated in the plan filed by the Developer with the Department of Community Development in the Town of Fishers. However, the Developer reserves unto itself the right to change the character of such designated use, at any time in the future, by applying to the Fishers Plan Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. No Storage Sheds. Notwithstanding anything contained herein or in the Articles or By-Laws to the contrary, and in addition to all restrictions set forth in the plat of the Development, any and all forms of shed, storage shed, large animal quarters, etc., which are intended to not be directly connected to the main house on any Lot are hereby strictly prohibited unless, on a case-by-case basis, the Owners shall approve of such additional Building by a seventy-five percent (75%) majority of all Owners at a meeting of the Owners called for the purpose of approving such Building or at the annual meeting.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it has been substantially completed.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-way, and also to all governmental zoning authorities and regulations affecting the Development, all of which are incorporated herein by reference.

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

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports or similar facilities not modeled and decorated for regular and continuous habitation, shall in no case contain less than 1,200 square feet for one-story dwellings or 1,600 square feet for multi-level dwellings. Basements shall not be included in the computation of the minimum living area, except for that portion of a walkout basement which is to be finished as a living area.

B. Residential Set-Back Requirements.

(i) Front Set-Backs. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and

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above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

- (ii) **Side Yards.** The side yard set-back lines shall not be less than ten (10) feet from the side line of the lot unless approved by the Committee and the Fishers Board of Zoning Appeals, or unless there is a change in the Town of Fishers development standards.
- (iii) **Rear Yards.** The rear set-back line shall be at least twenty five (25) feet from the rear lot line, unless approved by the Committee and the Fishers Board of Zoning Appeals.

C. **Fences, Mailboxes and Trees.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Committee as to size, location, height and composition before it may be installed. No chain link fence will be permitted. A uniform mailbox and post design will be selected by the Developer for all lots within the Development. All mailboxes will be installed by the builder of each single family home on each individual lot. A lot must have at least two (2) trees growing upon it in the front yard by the time the house is completed.

D. **Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. All driveways must be paved with asphalt or concrete.

E. **Sidewalks.** The builder of each building constructed on any lot will be responsible for the construction of all public walks along the street frontage and for any private sidewalks for each house.

F. **Garages Required.** All residential dwellings in the Development shall include at least a two-car enclosed garage. Detached garages are not permitted.

G. **Heating Plants.** Every house in the Development must contain a heating plant, installed in compliance with the required codes, and capable of providing adequate heat for year-round human habitation of the house.

H. **Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

I. **Sales of Lots by Developer.** Every lot within the Development shall be sold to a builder approved by the Developer or developed by the Developer.

J. **Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such lot.

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

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- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris and rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- (vi) Within sixty (60) days following completion of a house on a lot, the Owner shall landscape the lot, weather permitting.

**L. Association's Right to Perform Certain Maintenance.** In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Association shall be added to and become a part of the annual assessment to which said lot is subject and may be collected in any manner in which such annual assessment may be collected. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

**M. Owner's Responsibility for Tree and Shrub Maintenance.** The Town of Fishers shall require all owners to respect the following with regard to the maintenance of trees and shrubs:

- (i) The owner of the dominant real estate adjacent to the area between the street and the sidewalk and/or right-of-way easement line on which any tree or shrub is planted shall be responsible for the maintenance and removal of the tree or shrub if such removal is necessary.
- (ii) If, after notice from the Town, the said owner fails to maintain or remove a dead tree or shrub or any dead or dangerous limbs or branches thereon, the Town may remove said shrub or limbs and collect the costs thereof from the owner.
- (iii) The Town of Fishers and all public utilities retain their ownership and right to access to the area between the street and the right-of-way easement line of the dominant owner and retains the right to reasonably remove any tree or shrub impeding necessary work to be performed by the Town of Fishers and/or all public utilities, or other properly authorized users.
- (iv) Neither the Town of Fishers nor any public utility or other properly authorized user of the Town's property located between the street and the sidewalk and/or right-of-way easement line shall be liable to the owner of the dominant real estate for any damages done to trees or shrubs located upon Town property between the street and the sidewalk and/or right-of-way easement line as a result of actions of the Town of Fishers or any public utility or other authorized user or

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their agents or employees in the performance of their duties.

#### 4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

- A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).
- B. Construction of Sewage Lines. All sanitary sewer lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Hamilton Southeastern Utilities, Inc. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

#### 5. GENERAL PROHIBITIONS.

- A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.
- B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs, except with the approval of the Developer.
- C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.
- D. Vehicle Parking. No trucks one (1) ton or larger in size, campers, trailers, boats or similar vehicles shall be parked on any street in the Development. Any motor or recreational vehicle, trailer, camper or boat which is not used for normal transportation shall not be permitted to remain on any lot except within a closed garage and shall not be regularly parked upon unpaved areas.
- E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.
- F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.
- G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home without permission to do so from the Developer.
- H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.
- I. Open Drainage, Ditches and Swales.
  - (i) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled or otherwise changed, without the written permission of the Town Engineer. Property

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owners must maintain these swales as sodden grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate-sized culverts or other approved structures have been permitted by the Town Engineer.

Culverts must be protected, especially at the ends, by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced.

(ii) Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days' notice, by registered mail, to repair said damage, after which time, if no action is taken, the Town will cause said repairs to be accomplished and the bill for such repairs will be sent to the affected property owners for immediate payment.

J. Utility Services. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility services shall be installed, constructed, repaired, removed or replaced under finished streets, except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots (other than for heating or cooling purposes) nor shall any septic tanks be installed on any of the lots in the Development, unless public tap-in is unavailable.

L. Dusk-To-Dawn Lighting. Each lot shall maintain a front yard dusk-to-dawn yard light to be controlled by a photocell. Such lights shall be of a design approved by the Committee and shall be the same for all of the lots within the subdivision.

M. Obtrusive Objects. No high intensity lighting, no television, radio or other antennae, no satellite dishes, nor any visually obtrusive object may be erected by any lot Owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. It is the intent not to allow any exterior antennae.

N. Motor Vehicles. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on a lot unless entirely within a garage permitted to be constructed by these covenants and restrictions.

O. Boats and Recreational Vehicles. No boat, trailer or camper of any kind shall be kept or parked upon said lot except within the garage.

P. Above Ground Pools. No above ground pools, except for small kiddie pools, shall be allowed in this subdivision.

Q. Obstructions. No fence, wall, hedge, tree, shrub planting or other obstruction shall be placed in a triangular space at the street corner of a corner lot which would obstruct vision between the heights of three (3) and twelve (12) feet above established street grade, determined by a diagonal line connecting two points measured 25 feet equidistance from the street corner along each property line.

#### 6. EASEMENTS.

A. Lots are subject to drainage easements, sewer easements, utility easements, and landscape maintenance easements, either separately or

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in combination of the four, as shown on the plat of the Development which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- (i) Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage system. Under no circumstances shall said easement be blocked, in any manner, by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer.
- (ii) Storm sewer easements (S.E.) and sanitary sewer easements (S.S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with public sanitary sewer.
- (iii) Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts and cables, as well as for the uses specified in the case of sewer easements.
- (iv) Landscape maintenance easements (L.M.E.) and sign landscape easements (S.L.E.) are created for the use of the Association, subject to the rights of the Owners as set forth in this Declaration, and the Association shall be responsible for the management, control and maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.
- (v) The Owners of all lots in the Development shall take title subject to the rights of public utilities, governmental agencies and the rights of the other lot owners in the Development to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

#### 7. LAKE COMMON AREA NO. 1. VARIABLE D.E. AND H.O.A. LANDSCAPE EASEMENT

A. There is identified on the plat hereof an area to be owned by the Association and designated as Lake Common Area No. 1 which comprises a retention pond designed to accommodate storm water drainage runoff from the development and adjoining real estate. The area identified as Lake Common Area No. 1 shall be conveyed by the Developer to the Association.

B. Certain Obligations and Access Rights to the Lake Common Area No. 1.

- (i) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Lake Common Area No. 1 and for the maintenance of the same in a safe, neat and orderly condition at all times.

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- (ii) The Association shall have and is hereby granted a general right of access and easement to all of the Lake Common Area No. 1 across the lots, at reasonable times and at any time in the case of an emergency, as reasonably required by its officers, directors, employees, and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the development and for so long as Declarant may be responsible for any warranty work.
- (iii) An easement is hereby dedicated and granted for the use, in the case of an emergency, of emergency vehicles, including, but not limited to, fire trucks, police cars and ambulances and of emergency personnel, public and private, over and upon the Lake Common Area No. 1 owned by the Association.

#### C. Use of Lake Common Area No. 1.

- (i) Except as otherwise provided herein, the enjoyment of the Lake Common Area No. 1 shall be limited to the owners of the lots adjoining the Lake Common Area No. 1 as shown on the plat.
- (ii) Subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns, as set forth in the Declaration, no individual has the right to cross another lot for access to the Lake Common Area No. 1.
- (iii) No one shall commit or permit any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper lake management except as provided in the Declaration. The lake may not be used for swimming, fishing, boating or for any other purpose, except for drainage of the Development, unless allowed by law and expressly and specifically approved by the Association and so stated, in writing, by the Board of Directors.

#### 8. LANDSCAPE MAINTENANCE EASEMENTS (L.M.E.) AND LAKE COMMON AREA NO. 1.

##### A. The Association, as part of its duties and as part of the Association's expenses, shall provide for:

- (i) Maintenance of the L.M.E.'s and Lake Common Area No. 1 shall include, but shall not be limited to, fertilizing, mowing and replanting, when necessary, of the grass and trees, and maintenance of any other improvement within these areas.
- (ii) Maintenance of the entry signs and walls and the perimeter landscaping installed by the Declarant.

##### B. The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the L.M.E.'s and Lake Common Area No. 1 as it deems necessary.

#### 9. EXPANSION.

##### A. Property Subject to Expansion by Declarant. Declarant reserves the right to expand the amount of property subject to this Declaration, as amended from time to time, without the consent of the Owners, or any other party, within five (5) years from the recordation date of the original Declaration. Such expansion may include the following property:

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(i) Exhibit "B" attached hereto and made a part hereof, which lands will be subdivided and known as LANTERN PINES - SECTION TWO.

**10. ARCHITECTURAL REVIEW COMMITTEE.**

**A. Statement of Purposes and Powers.** The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) **Generally.** No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed, from time to time, by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1', and all plot plans shall be drawn to a scale of 1" = 30' or to such other scale as the Committee shall require.

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

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(c) The proposed improvement, or any part hereof, would, in the sole opinion and absolute discretion of the Committee, be contrary to the interests, welfare or rights of all or any part of other owners.

(iii) **Power to Grant Variances.** The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

**B. Duties of Committee.** The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted

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material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

- C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be liable in any way for the approval or disapproval of any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
- D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.
- E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Architectural Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

11. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single-dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single-family house.

12. LANTERN PINES PROPERTY OWNERS ASSOCIATION, INC.

A. In General.

- (1) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Lantern Pines Property Owners Association, Inc.", which is herein referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual assessment.

B. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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- (a) On the date the Developer sells seventy five percent (75%) of the lots in the Development; or
- (b) On January 1, 1999.

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

D. Professional Management. No contract or agreement for professional management of the Association 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, and without any termination fee, by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

- (i) The Association shall maintain the landscaping in and along Lantern Road and the landscape easements shown on the plat(s) and shall keep such areas in a neat, clean and presentable condition at all times.
- (ii) The Association shall govern the use of and maintain the commons areas as defined herein.
- (iii) The Association may procure and maintain casualty insurance, liability insurance (including Directors' and officers' insurance) and such other insurance as it deems necessary or advisable.
- (iv) The Association may contract for such service as management, snow removal, security control, trash removal and such other services as the Association deems necessary or advisable.

13. COVENANT FOR MAINTENANCE ASSESSMENT.

A. Creation of Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' 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. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Development and for the improvement and maintenance of improvements, operated or maintained by the Association that may, from time to time, be construed by the Developers, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement.

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which the Association is required to maintain or for operating deficits which the Association may, from time to time, incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**D. Notice and Quorum for Any Action Authorized Under Section C.**

Written notice of any meeting called for the purpose of taking any action authorized under Section C 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 the 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.

**E. Date of Commencement of Annual Assessments: Due Dates.** The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the annual 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.

**F. Effect of Non-Payment of Assessments: Remedies of the Association.**

Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to the subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that

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the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

H. **Suspension of Privileges of Membership.** Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association together with the right to use the facilities of the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

**14. REMEDIES.**

A. **In General.** The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, or to force compliance with these Restrictions and Covenants, together with right to collect costs and reasonable attorneys' fees, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. **Delay of Failure to Enforce.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that Party to assert) of any right available to him upon the occurrence, reoccurrence or continuation of such violations of these Restrictions.

C. **Enforcement by Town of Fishers, Municipal Plan Commission.** These Restrictions may be enforced by the Fishers Plan Commission of the Town of Fishers, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purposes.

**15. EFFECT OF BECOMING AN OWNER.** The owners of any lot subject to these Restrictions by acceptance of a deed conveying title hereto, or the execution of a contract for the purchase thereof, whether from the Developer 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

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such contract, the owner acknowledges the rights and powers of the Developer, Committee and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with the Developer, Committee and the Association and to and with the owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

16. **TITLES.** The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.
17. **DURATION.** The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2012, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed, in whole or in part, by vote of those persons who are then the owners of seventy-five percent (75%) of the numbered lots in the Development.
18. **SEVERABILITY.** Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions.  
Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.
19. **AMENDMENT.** These Restrictions may be amended by a vote of seventy-five percent (75%) of the then lot owners of all lots in the Development.

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Declaration of Covenants

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IN TESTIMONY WHEREOF, witness the signature of the Declarant this 7<sup>th</sup> day  
of July, 1992.

PINES DEVELOPMENT CORPORATION

By: Larry E. Cronkleton

Printed: Larry E. Cronkleton, President

"DECLARANT"

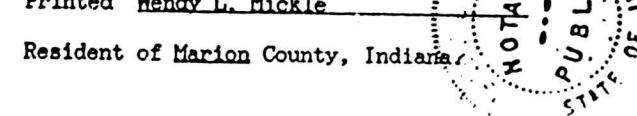
STATE OF INDIANA )  
                    ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally  
appeared Larry E. Cronkleton, President of Pines Development Corporation,  
Declarant/Developer herein, and acknowledged the execution of the foregoing  
instrument this 7<sup>th</sup> day of July, 1992.

Notary Public

Wendy L. Mickle

Resident of Marion County, Indiana



My Commission Expires:

November 12, 1993

This instrument was prepared by Larry E. Cronkleton, President of Pines  
Development Corporation, 11105 Pendleton Pike, Indianapolis, IN 46236.

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LANTERN PINES - SECTION I

EXHIBIT A - LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 5 EAST, OF THE SECOND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID HALF-QUARTER SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING) ALONG THE WEST LINE OF SAID HALF-QUARTER SECTION 660.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 666.32 FEET TO THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 89 DEGREES 04 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF COVINGTON ESTATES, SECTION ONE, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT #8926010, P.C. NO. 1, SLIDE NO. 66, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA 690.08 FEET THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE AFORESAID WEST LINE 173.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, THE RADIUS POINT OF SAID CURVE BEING SOUTH 02 DEGREES 38 MINUTES 07 SECONDS EAST 575.00 FEET FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 20.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE RADIUS POINT OF SAID CURVE BEING SOUTH 04 DEGREES 37 MINUTES 52 SECONDS EAST 575.00 FEET FROM SAID POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE AFORESAID WEST LINE 136.30 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 37 SECONDS WEST 10.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE AFORESAID WEST LINE 214.51 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 59 SECONDS WEST 110.02 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 02 SECONDS WEST 35.00 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 58 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID HALF QUARTER SECTION 612.25 FEET TO THE PLACE OF BEGINNING CONTAINING 10.135 ACRES MORE OR LESS.

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EXHIBIT "B"

Part of the South Half of the Southwest Quarter of Section 7, Township 17 North, Range 5 East of the Second Principal Meridian, in Hamilton County, Indiana, described as follows:

Commencing at a Harrison monument marking the Southwest corner of said half-quarter section; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said half-quarter section 660.05 feet to the POINT OF BEGINNING; thence North 0 degrees 00 minutes 00 seconds East along said West line 666.32 feet to the Northwest corner of said half-quarter section; thence South 89 degrees 04 minutes 40 seconds East along the South line of COVINGTON ESTATES SECTION ONE, the plat of which is recorded as Instrument #8926010 in the Office of the Recorder of Hamilton County, Indiana, 1608.00 feet to the West line of the real estate conveyed to Barbara Beckwith and Roger Kessler by Warranty Deed recorded in Deed Record 354, page 552 in said recorder's office; thence South 0 degrees 33 minutes 25 seconds West along said West line 660.05 feet to the Northeast corner of the real estate conveyed to Christ's Church at Geist, Inc. by Warranty Deed recorded as Instrument #8711694 in said recorder's office; thence North 89 degrees 17 minutes 58 seconds West parallel with the South line of said half-quarter section 1601.49 feet to the point of beginning and containing 24.430 acres, more or less. Subject to a right of way for Lantern Road off the entire west side thereof and all legal easements and restrictions of record.

WITH THE EXCEPTION OF THE FOLLOWING:

This Instrument Recorded 7-8 1982  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

Part of the South Half of the Southwest Quarter of Section 7, Township 17 North, Range 5 East, of the Second Principal Meridian, in Hamilton County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the Southwest corner of said Half-Quarter Section; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Half-Quarter Section 660.05 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 00 seconds East along said West line 666.32 feet to the Northwest corner of said Half-Quarter Section; thence South 89 degrees 04 minutes 40 seconds East along the South line of Covington Estates, Section one, the plat of which is recorded as Instrument No. 8926010, Plat Cabinet No. 1, Slide No. 66, in the Office of the Recorder of Hamilton County, Indiana 690.08 feet thence South 00 degrees 00 minutes 00 seconds West parallel with the aforesaid West line 173.77 feet to a point of curvature of a curve concave Southerly, the radius point of said curve being South 02 degrees 38 minutes 07 seconds East 575.00 feet from said point; thence Westerly along said curve 20.03 feet to the point of tangency of said curve, the radius point of said curve being South 04 degrees 37 minutes 52 seconds East 575.00 feet from said point; thence South 00 degrees 00 minutes 00 seconds West parallel with the aforesaid West line 136.30 feet; thence South 75 degrees 40 minutes 37 seconds West 10.32 feet; thence South 00 degrees 00 minutes 00 seconds West parallel with the aforesaid West line 214.51 feet; thence South 25 degrees 29 minutes 59 seconds West 110.02 feet; thence South 00 degrees 42 minutes 02 seconds West 35.00 feet; thence North 89 degrees 17 minutes 58 seconds West parallel with the South line of said Half-Quarter Section 612.25 feet to the place of beginning containing 10.135 acres, more or less.

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