

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE OVERLOOK
A SINGLE FAMILY RESIDENTIAL SUBDIVISION
IN HALT CREEK TOWNSHIP
MONROE COUNTY, INDIANA

DECLARANT

OVERLOOK PARTNERS, L.L.C.
1457 North Bosart Avenue
Indianapolis, Indiana 46201

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE OVERLOOK
A SUBDIVISION IN MONROE COUNTY, INDIANA

THIS DECLARATION, made on the date hereinafter set forth by Overlook Partners, L.L.C., an Indiana limited liability company (hereinafter called "Declarant");

W I T N E S S E T H :

ARTICLE I
Definitions

- (1) "Association" shall mean and refer to The Overlook Homeowners' Association, Inc., its successors and assigns.
- (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 having such interest merely as security for the performance of an obligation.
- (3) "Properties" shall mean and refer to the certain real estate described as The Overlook, an addition to Monroe County, Indiana, as recorded in the plat book with the Monroe County Recorder, including easements servicing the Properties, all within the boundaries of the said plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) "Lot" shall mean and refer to any one or more of the twenty-three (23) lots platted on the aforesaid plat of The Overlook and of record on the subdivision map of the Properties.
- (5) "Dwelling" shall mean and refer to a single family residence erected on a Lot within the subdivision plat of the Properties.
- (6) "Common Area" shall mean all the real estate (including improvements thereto) owned by the Association or managed by the Association for the common use and enjoyment of the Owners.

ARTICLE II
Roadways and Easements

Building lines and setback lines are established as shown on the plat. Additional setback lines may be established by the Declarant, or his designated representative as part of the

architectural control procedure as set forth below. Between the setback lines and the property lines of the lots and the adjacent street right-of-way, no building or other structure shall be erected or maintained, but such area can be used for utility and easement purposes.

There are strips of ground as shown on the attached plat marked "drainage easement" (D.E.), "access easements" (A.E.), "utility easements" (U.E.), "pedestrian easement" (P.E.), and "septic easement" (S.E.), either separately or in any combination, which are reserved for the use of the public, public utility companies, and governmental agencies as follows: drainage easements are created to provide paths and courses for areas and local storm drainage, either over land or in adequate underground conduit to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served. Access easements are created for use for pedestrian and vehicular access. The lake access easement shall be restricted to pedestrian traffic, other nonmotorized traffic. Septic easements are created for use in establishing a septic field to serve a lot as shown on the plat. Utility easements are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, and wires. Pedestrian easements are created for the use of the Declarant and Owners of Lots, their guest and invitees, as a means of pedestrian access. The Owners of all lots in this addition shall take title subject to the rights of the public utilities, governmental agencies and the rights of the other lot Owners in this addition, to said easements herein granted for the purposes therein stated.

The roadways contained herein until such time, if any, they are dedicated to the public, shall remain as private roadways, subject to use by the Owners of Lots in The Overlook, their invitees, licensees, and guests, and employees of public utility companies and governmental agencies having a need for access to The Overlook. No extension of the roadways is permitted nor shall an Owner of a lot in The Overlook grant a right to use said roadways to third persons, except those having business, social or commercial, without the written consent of all the then Owners of the Lots in The Overlook. No person shall obstruct or cause to be obstructed the streets or rights-of-way contained within the plat. Each lot Owner shall ensure that drainage rights-of-way remain unobstructed on the section of right-of-way which abuts their respective lots.

Does this follow?

ARTICLE III
Building Site Restrictions

All Lots in this subdivision are reserved for one-family residential use only; appropriate auxiliary structures such as gazebos, screened houses, greenhouses, swimming pools, etc., may also be built on each Lot. No building or any part thereof erected on any Lot shall be used for any commercial purpose whatsoever. No stables may be erected on any Lot, without prior written approval of the Architectural Control Committee.

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.

No Lot may be subdivided for the purpose of creating a new Lot for residential or commercial purposes. Adjoining properties may be combined, provided that no new Lot is thereby created.

No residence, building, structure or fences shall be built on any Lot until plans for such residence, building, structure or fence, including a site plan for the location on the Lot, have been submitted to the Declarant, or his designated representative for written architectural approval.

ARTICLE IV
Building Size Restrictions

Single family residences shall be constructed on a permanent foundation and shall have a pitched roof, unless a roof line of different configuration is approved by the Architectural Control Committee in writing.

Single family residences of one story in height shall have a ground floor of not less than 2,400 square feet. Two-story residences shall have a minimum of 2,800 square feet. The floor area for purpose of this restriction shall be determined from the area of the house measured from the outside of the building foundation, exclusive of open porches, breezeway, garages, carports, balconies, chimney, and eaves.

Each residence shall have a garage sized to accommodate not less than two (2) automobiles.

Building restrictions may be varied by the Declarant or its successor on application in writing prior to construction.

ARTICLE V
Use and Development Restrictions

The Owner of each Lot agrees not to erect fences of barbed wire nor those which are electrically charged or made of steel material. Fences shall not be higher than four feet (4') within sixty feet (60') of the roadway, or closer to the front Lot line than the rear wall of the residence constructed on the lot, whichever is the greater distance. No fence may be constructed on the front property line parallel to the roadway nor may side fences extend beyond the front of any house, except decorative wood fences not more than four feet (4') high. No fence shall be erected on any Lot which obstructs vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property.

Houses where the foundation is exposed in excess of one foot (1') above finished grade level shall have said entire exposed foundation veneered with an appropriate building material on the side visible to any street, unless waived in writing by the Declarant.

No commercial logging activities shall be permitted; provided, however, that the Declarant shall be permitted to remove selected trees in conjunction with the development of the Property and/or as approved by the United States Forest Service.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other normally recognized household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

No manufacturing, noxious, illegal or offensive trade or activity shall be carried on upon any Lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No resident's automobile or other vehicle shall be parked on any access easement, except that temporary parking may be permitted. No vehicle shall be parked on the access easement overnight.

All telephone, electrical, and cable television connections from the utility lines to the house shall be underground; no electrical, telephone, or transmission lines shall be overhead.

No rubbish may be burned on the Lots and all leaves shall be burned in a safe area supervised by the Lot Owner or his representative.

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.

Each resident shall be responsible for maintenance of the pedestrian path within the pedestrian easement on his or her Lot.

Mailboxes shall be approved by the Declarant or his designated representative to insure continuity. This shall include the details of any newspaper delivery box.

Except as may be approved in writing by the Declarant or the Architectural Control Committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding, television antenna, tower or satellite dish, shall be used on any portion of the Property at any time.

All Lot Owners shall maintain their residences within the applicable building and health department codes.

No Owner shall rent his/her dwelling on a weekly, monthly, seasonal or any other temporary lease or use, with the exception of yearly leases.

All requests for approval for any structure or development as provided for herein shall be submitted to the Declarant in duplicate copy. One approved set shall be retained by the Lot Owner and the Declarant prior to the construction of any improvement. The Declarant and/or the Architectural Control Committee shall have absolute discretion in approving or disapproving all construction within the Properties.

Except during the course of original construction, no sound, healthy hardwood tree of more than three inches (3") in diameter, at twenty-four inches (24") above the ground, shall be removed. Provided, however, that no trees shall be removed from the property until a tree removal plan has been approved by the Architectural Control Committee.

ARTICLE VI

Ownership Interest - Homeowners' Association

Each Lot shall be owned in fee simple. Each Owner of a Lot in the Properties shall be a member of The Overlook Homeowners' Association, Inc., a not-for-profit Indiana corporation, formed for the purpose of maintaining the Common Area within the Properties. By acceptance of a deed of a Lot in The Overlook, each Owner covenants to and shall be bound by the By-Laws, Rules, and Regulations duly adopted by the said not-for-profit

corporation. Each Owner further covenants to maintain the surface of the roadway and access easements in a state of reasonable repair, to maintain the roadway lighting system, to provide for trash pick up, and to participate in the maintenance of the boat docks which accommodate the Owner's reserved boat slip, as herein provided, and to pay such other reasonable expenses as may be required in order to maintain the easements, pathways, Common Areas, boat docks, and roadways, as shown on and in conjunction with the plat of The Overlook. These covenants may be performed on behalf of the Owners of Lots in The Overlook by The Overlook Homeowners' Association, Inc., which Association shall be empowered to assess equally the Owners of each Lot for amounts necessary to meet such expenses and fully perform such covenants, all as provided in the Declaration of Covenants, Conditions, and Restrictions of The Overlook Homeowners' Association, Inc., which Declaration has been recorded in the plat book in the office of the Recorder of Monroe County, concurrently with the recording of this plat, and is hereby incorporated herein by this reference thereto. The Owner of each Lot within the plat of The Overlook shall be bound by the terms, conditions, and restrictions as set forth in the said Declaration, as with these covenants and restrictions.

The right to enforce the within provisions, restrictions, and covenants by injunction, together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the Declarant and the Owners of the several Lots in the subdivision, their heirs, grantees, or assigns which are entitled to such relief without being required to show any damage of any kind to any such Owner or Owners by or through any such violation or attempted violation. Said provision shall be in full force and effect until January 1, 2006, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then Owners of the Lots, it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These restrictions and reservations are made for the benefit of The Overlook, its successors, and assigns, and of any and all persons who may own any Lot or Lots in the subdivision, and who shall derive title from or through the Declarant, his successors or assigns, or any Lot Owner as above described shall specifically have the right to prevent or stop the violation of any restriction by injunction or other lawful remedy, to recover any damages resulting from such violation in addition to which they shall be entitled to reasonable attorney fees incurred in obtaining such injunction or in pursuing any other lawful remedy to prevent or stop such violations.

ARTICLE VII
Boat Docks and Facilities

A. Existing Docks and Facilities. There are presently existing boat docks and facilities serving those docks on Monroe Reservoir adjacent to the Properties and accessible from the Properties by foot. No vehicle access to the docks exists, nor will such be provided or permitted. The number, location and designation of boat docking facilities is governed by the Indiana Department of Natural Resources and the United States Army Corp of Engineers. Neither the Declarant nor the Association has any control over the said boat docking facilities, except the right of continued use of those dock facilities existing in accordance with the Regulations promulgated by the Indiana Department of Natural Resources. So long as the Declarant, its successors and assigns and the Association, or any of them, have authority to maintain the existing boat docking facilities, the Owner of Lots in The Overlook shall have the exclusive right to the use of one (1) boat slip for each Lot owned and unrestricted access to and use of the boat docks and facilities serving them, subject to the Owners' obligation to share in the cost of maintaining the said docks and facilities as set forth herein and in the Declaration of Covenants, Conditions and Restrictions of The Overlook Homeowners' Association, Inc., executed and recorded concurrently with this plat, which Declaration is incorporated here by this reference and made a part of this plat and its restrictive covenants.

B. Peninsula Development Corporation - Stock Ownership. By acceptance of a Lot in the Property, each such Owner does thereby covenant and agree to cooperate with Declarant as required to facilitate the construction of permits for the operation of the boat docks described herein and shall, if required, become a shareholder in Peninsula Development Corporation, the Corporation which has managed the Property described in the Plat of The Overlook continuously since December 31, 1964. Each Lot Owner shall be entitled to a single share of the common stock of Peninsula Development Corporation in consideration of the sums paid by the Owner at closing of the lot purchase if, in the sole discretion of the Declarant, such stock ownership is required by applicable Department of Natural Resources' regulations, or otherwise.

C. Administration. The Association shall maintain records of all Owners' interests in the said docks and facilities, including the designation of the boat dock slip assigned to each Lot and its owner, and the details of all expenses incurred, costs paid, and assessments paid and payable for each boat slip and the docks and facilities. Such records shall be available and open to inspection by all Owners at all reasonable times.

D. Evidence of Boat Dock Rights. Upon the conveyance in fee simple of any such Lot or Lots, the use of the boat slip designated by certificate to that Lot or Lots shall be transferred to the grantee Owner. The Association shall show such transfer upon its books and records. Owners may not otherwise assign or transfer the right to the use of such slip without the express written consent of the Declarant or the Association. Nor may an Owner lease or rent such boat slip to any non-Owner.

E. Compliance with Rules of the Association. The right of any and all Owners to the use of such boat docking slips shall be conditioned upon compliance with all rules and regulations of the Association pertaining thereto. In the event of noncompliance with such rules and regulations, such Owner shall forfeit his/her right to use the boat docking slip assigned to him/her until the Board of Directors shall determine in its discretion that such Owner is again entitled to use such boat docking slip.

F. Payment of Assessments. The right of any and all Owners to the use of such boat docking slips shall be conditioned upon the payment of all assessments presented for payment to such Owner from time to time by the Association. In the event of nonpayment of such assessments when the same shall become due, such Owner shall forfeit his/her right to use the boat docking slip designated for his/her use, until such assessment is paid in full.

G. Dock Maintenance Committee. There shall be appointed by the Board of Directors a Dock Committee composed of two (2) members of the Association and two (2) members of the Board of Directors who shall report to the President of the Association regarding their recommendations for the repair, supervision, maintenance, assessments to enforcement of rules of the boat docking slips.

ARTICLE VIII Amendments

This declaration may be amended at any time by the unanimous consent of all Owners of record of all Lots in this subdivision, by the recording of the resolution setting forth verbatim such amendment in the office of the Recorder of Monroe County, State of Indiana. The Declarant reserves the right to amend this declaration until such time as all Lots are sold or until January 1, 2026, by duly recording a resolution setting forth such amendment verbatim in the office of the Recorder of Monroe County, Indiana, except that such amendment by Declarant shall not, without the unanimous consent of all of the then Owners, alter the lot lines, change the essential character or purpose of the residential use of the Lots, or alter the requirement that the Owner of the Lot share equally the expenses incurred to

maintain the roadway and access easements, the roadway lighting system, boat docks, trash pick up, and other such reasonable expenses.

The rights of the Declarant as set forth hereinabove may be assigned to a successor Declarant, so long as the assignee of such rights is the Owner of a lot in The Overlook. Any such assignment shall be duly recorded in the office of the Recorder of Monroe County, Indiana.

The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming right, title or interest in any lot in The Overlook.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this ____ day of _____, 199__.

Overlook Partners, L.L.C.

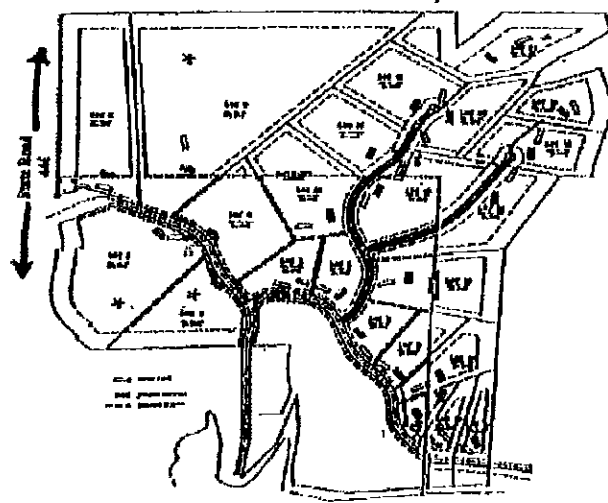
By _____, Member

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NOW TAKING RESERVATIONS!!

The Overlook

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at
Lake Monroe



*RESERVED

DOCKS

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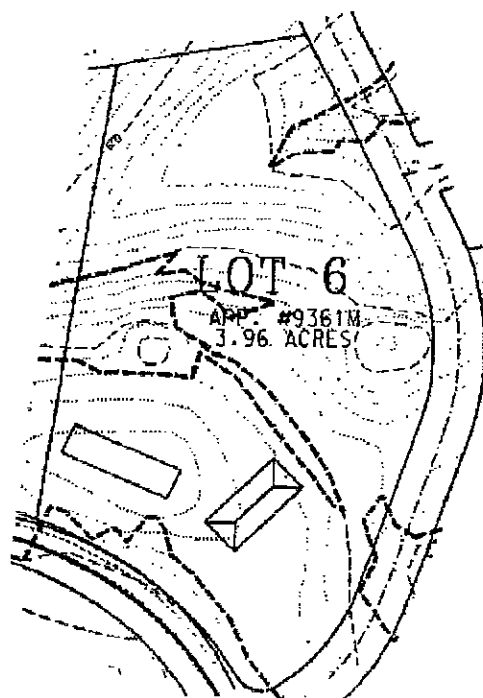
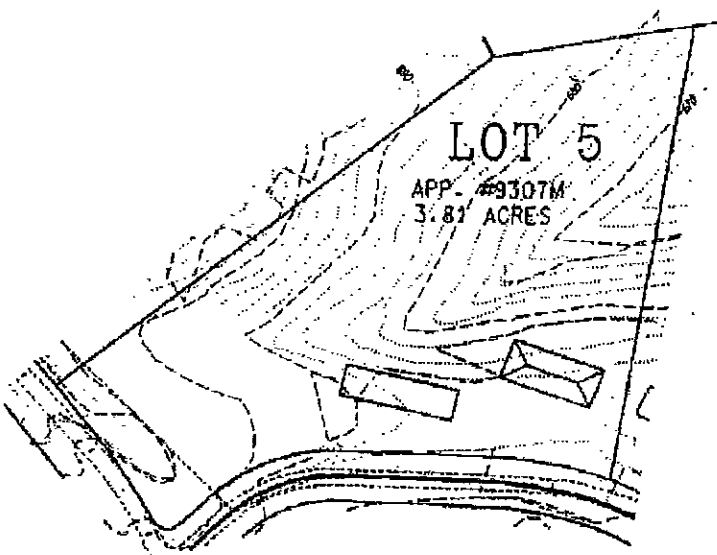
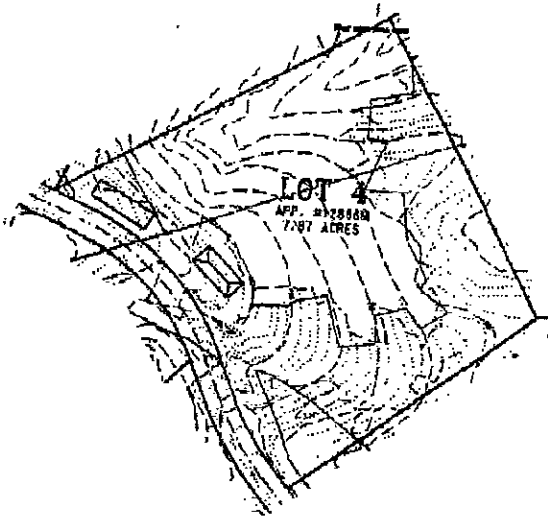
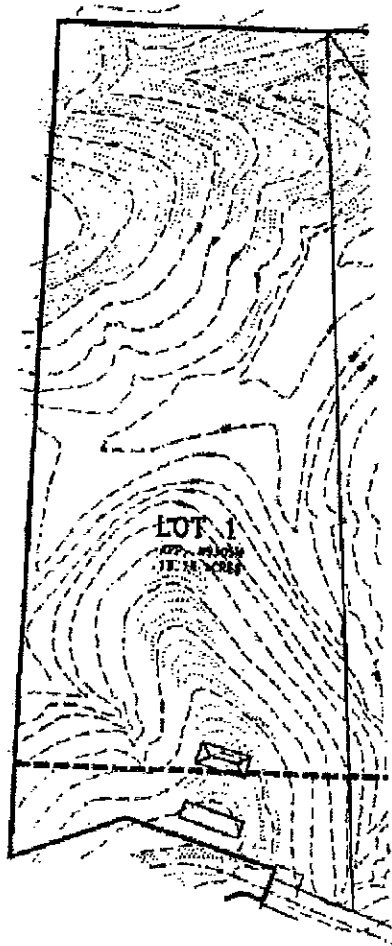
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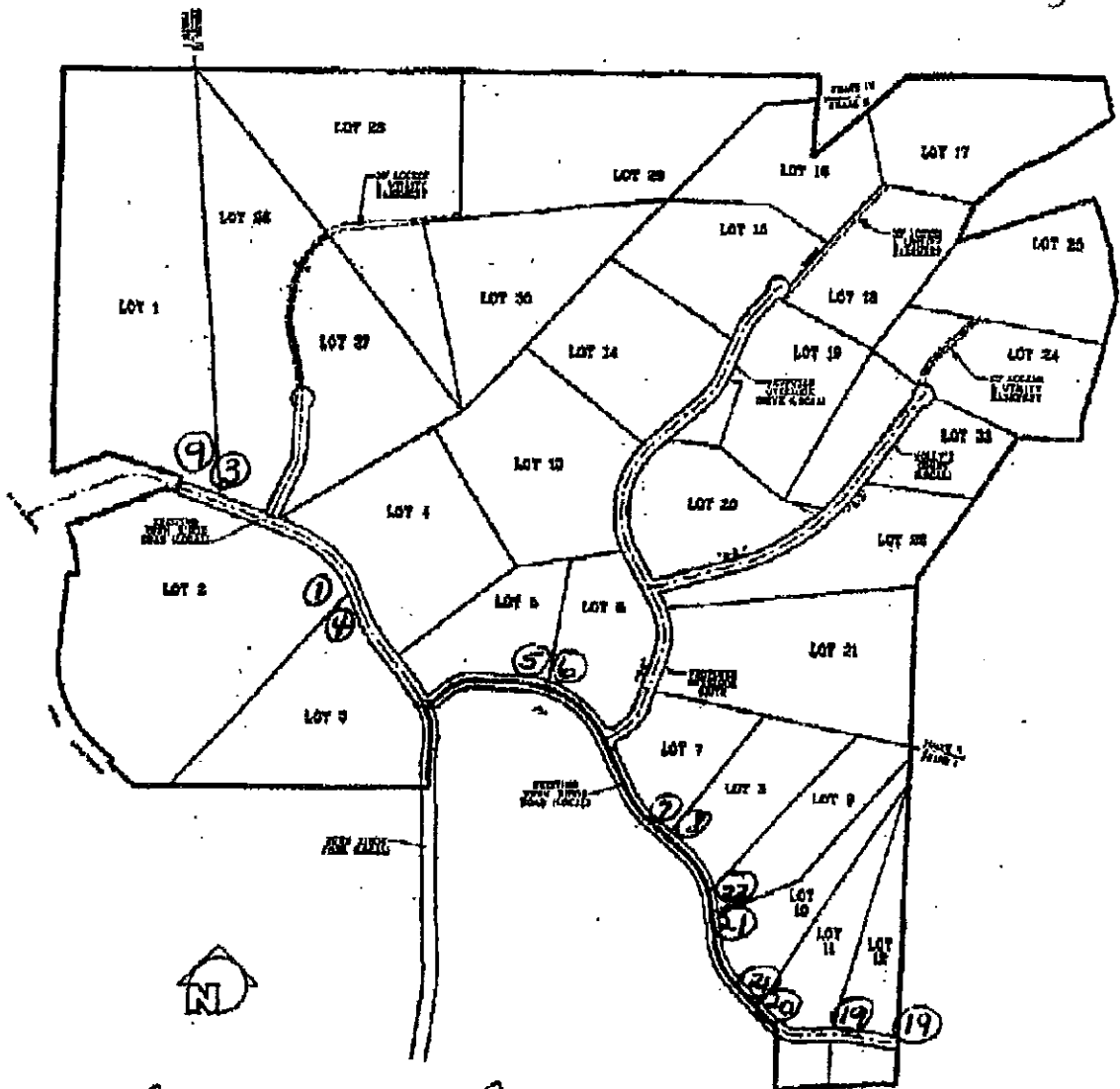


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CIRCLES SHOW CURRENT
MARKINGS

NEW/CORRECT LOT MARKINGS
TO BE COMPLETED FRIDAY