

20030007493
Filed for Record in
HENDRICKS COUNTY IN
THE STATE OF INDIANA
02-21-2003 At 09:59 AM.
COVENANTS 35.00
OR Book 399 Page 2771 - 2785

**RESTRICTIVE COVENANTS OF ROCKINGHAM
SECTION ONE**

Legacy II, Inc., as Owner and Developer of Rockingham, Section One, a subdivision located within the real estate more particularly described on attached Exhibit "A"; do hereby restrict and covenant the lots of said subdivision and other area within the boundary of said subdivision and themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions.

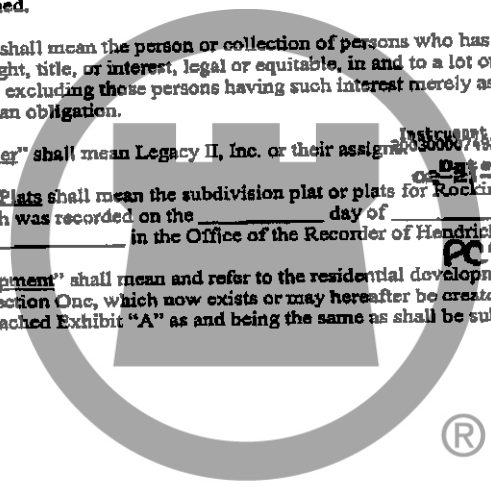
A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Edward L. Stockton and Kevin R. Andrews, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Developer" shall mean Legacy II, Inc. or their assigns.

D. "Plat or Plats" shall mean the subdivision plat or plats for Rockingham, Section One, the plat of which was recorded on the _____ day of _____, 200____, as Instrument # _____ in the Office of the Recorder of Hendricks County, Indiana.

E. "Development" shall mean and refer to the residential development known as Rockingham, Section One, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.



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F. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

G. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

H. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the plat.

I. "Common Areas" shall mean those areas on the plat or plats marked as such or those areas other than lots. The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,
4. for the use of the Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

2. **Land Use.** Lots shall be used only for single family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line setback restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one story dwelling, excluding garages and one story porches, shall be not less than 3000 square feet. The ground floor area of the main structure of any two story dwelling,



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excluding garages and one story porches, deck and patios shall be not less than 1200 square feet, with no less than a total of 3500 square feet of finished floor space in such two story structure. All residential structures shall be constructed with one hundred percent (80%) brick or stone on the lower level, and with at least eighty percent (50%) brick or stone on the upper levels; however, no vinyl or aluminum siding shall be permitted on any elevation. No vinyl or aluminum siding, nor vinyl windows are permitted on any residential structures.

4. **Roof Pitch.** A minimum roof pitch shall be 10/12 on the main structure of the dwelling.
5. **Front Elevation.** The front elevation of each home in the development shall face south and shall be approved by the Committee under paragraph 9 herein.
6. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the Town of Plainfield as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.
7. **No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and, no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.**
8. **No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.**
9. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.
10. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and



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specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

11. No parcel of land shall be re-divided into a smaller building lot.

12. **Construction and Repair Time.** Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

13. **Utility Building and/or Barn.** There may be storage or utility buildings, barns, or other outbuildings within the subdivision, however the type and nature of such structures, including but not limited to size, material, design and location, shall be approved by the Committee under paragraph 9 herein. All residential structures shall be constructed with one hundred percent (100%) brick or stone on the lower level, and with at least eighty percent (80%) brick or stone on the upper levels; however, no vinyl or aluminum siding shall be permitted on any elevation. No vinyl or aluminum siding, nor vinyl windows are permitted on any residential structures. Any such structures shall be on a permanent foundation.

14. **Signs.** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.

15. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall be located within a garage or house such that they are completely concealed from public view.

16. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision, unless agreed in writing by a majority of the owners of lots in Section One with each lot having one vote.

17. **Fences.** All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.



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18. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.

20. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

21. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

22. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.

23. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

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24. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.
25. **Driveways.** Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. The driveway shall be completed not later than the completion of the construction of the dwelling.
26. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.
27. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.
28. **No Visually Obtrusive Objects.** No high intensity lighting, no television, radio or other antennae, no large 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. Lot Owner(s) must obtain the express, written approval of the Committee prior to the installation of a SMALL (20" or less) satellite Reception Device. The Lot Owner must notify the Committee in writing of the type and size of the small Reception Device, color, the proposed location, and provide the Committee with a copy of any required permit. If an acceptable quality signal can be received by placing the Reception Device inside a dwelling unit without unreasonable cost increase, then installation outside a Dwelling Unit is prohibited. Any approved exterior Reception Devices must be maintained or replaced if the exterior of the device deteriorates.
29. **Sidewalks.** Concrete sidewalks with a minimum of four (4) feet shall be constructed as required by the Town of Plainfield. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.



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30. **Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

31. **Mail Boxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

32. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.

33. **Play Equipment.** Children's play equipment, including but not limited to sand boxes, temporary swimming pools having a depth of less than twenty four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.

34. **Clothes Lines.** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

35. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 36, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

36. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

37. **Gardens.** No garden shall be visible from any street.

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38. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.

39. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and 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.

40. **Blanket Easement.** Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage-ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Rockingham.

41. **Improvements in Pond or Pond Area.** There shall be no fences, piers, decks or other structures or improvements made within the pond or pond area unless agreed in writing by a majority of the owners of lots in Section One with each lot having one vote.

42. **The committee may require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.**

43. **Ponds.** The ponds, which are shown on the plat, shall not be maintained by Hendricks County Commissioners, or the Town of Plainfield, or any other public agency. The owner of any lot in this plat, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from Developer or from subsequent owners of said lot, shall conclusively be deemed to have accepted such deed or executed such contract subject to the following conditions: a) Retention ponds shown on the plat and referred to herein are defined as the areas within the tops of the side slopes bordering the ponds and are facilities set aside for retaining storm water and for recreational use and enjoyment of the owners of the fee title or other interest underlying said ponds. b) The owners shall take their titles subject to the rights of the Hendricks County Drainage Board and The Town of Plainfield in any drainage easement on said lot and subject to a non-exclusive easement in favor of the other owners upon whose lots the pond is located. c) No change may be made and no structure shall be installed in any pond or its inlet or outlet facilities that will obstruct or interfere with its retention of storm water or with its maintenance or free use by the owners of the easements thereon. d) The

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ponds will be maintained perpetually in a safe, sanitary, and attractive condition by the owners as specified herein. e) Maintenance includes, without limitation, the cost and expense of all material, labor, equipment, and machinery required for cleaning out plant growth, seeding banks to prevent erosion, mowing side slopes, and landscaping together with the costs to remove debris from inlet and outlet structures. f) In determining the fraction of the cost of maintenance each owner must contribute, each lot will be assumed to have an equal responsibility in the maintenance of the pond area, even if title to a lot is shared by two or more grantees as tenants by the entirety, joint tenants, tenants in common, or otherwise. g) Every grantee under one ownership shall be jointly and severally liable for the ownership's proportionate share of the maintenance costs and expenses. h) An owner may serve notice by certified or registered mail to the other owners on this pond that maintenance is required. i) Such notice shall specify and describe the maintenance needed, estimate the cost thereof, and name any contractors solicited (or propose a means for performing the work without a contractor). j) Unless the notified owners object in writing within thirty (30) days after receipt of said notice, the notifying owner may proceed with the cost-shared maintenance. k) A majority of the owners of lots in the plat shall determine the level of maintenance for the common areas and any structures or buildings that may be constructed or placed thereon with each lot having one vote. l) If any notified owner objects in writing to the proposed maintenance, one or more owners may bring an action at law or equity for adjudication, and judgment shall include reasonable attorneys' fees and costs of such action. m) Should a pond become incapable of receiving a retaining storm water, or if it becomes unsafe or unsanitary for any reason, an owner may (without giving notice as provided above) proceed with any emergency repairs or maintenance necessary to render said pond safe and able to serve the purposes for which it was constructed. n) The costs of repairing any and all damages to any pond caused by equipment and/or vehicles used in the construction of a house or other improvements on a lot, caused by an owner's use of a pond, shall not be divided among the owners of the lots but shall be paid for solely by the owner whose house or other improvements are being constructed, or by the party responsible for such damages arising out of the exercise of rights reserved for the lot owners. o) After completing the work described in (h), (l) or (m) above, the owner who did the work, or who had it done, may serve notice by certified or registered mail to the other owners that satisfactory repairs have been made, and that the total cost thereof has been paid as verified by a copy of a paid receipt attached to said notice, together with any reasonable itemized bill for the total amount of any work performed by the notifying owner, including labor, material, and equipment. p) The notified owners shall, within thirty (30) days after receipt of said notice, reimburse the owner who did the work or had it done, in an amount equal to their proportion sum of said receipt and said itemized bill, if any, or in an amount equal to 100 percent where work was performed to remedy damages described in (m) above. q) If a notified owner fails to pay his share within thirty (30) days after receipt of such notice, then said costs, and the expenses of collection thereof, shall thereupon become a continuing lien on that owner's lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. r) The personal obligation of the then owner to pay such expense, however, shall

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remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. s) If the expense is not paid within said thirty (30) day period, then interest at the rate of eighteen (18%) percent per annum may be added to the delinquent balance and the owner who had the maintenance done may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot; and in that event, judgment shall include interest on the total amount as above provided, reasonable attorneys' fees, and cost of the action. t) The lien of the expense provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to such expense; provided, however, that such subordination shall apply only to the expenses that become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. u) Such sale or transfer shall not relieve such lot from liability for any expense thereafter becoming due, nor from the lien or any such subsequent expense. v) Each owner shall save the other owner, and the Developer, its employees, agents, contractors, engineers, successors, and assigns, harmless from any and all liability and claims for damages due to death or injury to persons or damages to property resulting from acts of the owner, his contractors, and agents. w) Developer, its successors and assigns, reserve the right to go upon the drainage easements and pond easements as herein dedicated, for the purpose of removing water from said ponds so long as the same does not substantially lower the level of the water in those ponds or cause substantial damage to those lot owners herein designated.

44. The owners shall convey an undivided one-third (1/3) interest in the ponds and common areas to the owners of each lot, i.e. an undivided one-third (1/3) interest to each of the three (3) lots in the plat. Such conveyance shall create a tenancy in common for the undivided interest between the owners of such three (3) lots. Thereby real estate taxes for the ponds and common areas will be equally divided among the three (3) lots in the plat. Such ownership shall specifically be subject to paragraphs 43 and 44 herein.

45. Common Areas: Common Areas shall be all areas within the plat except for lots, ponds and dedicated rights of way. The Common Areas shall be maintained by the owners of the lots within the plat under the terms herein. The owner of any lot in this plat by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from Developer or from subsequent owners of said lot, shall conclusively be deemed to have accepted such deed or executed such contract subject to the following conditions: a) The owners shall take their common area titles subject to a non-exclusive easement in favor of the other owners of lots in the plat. b) A majority of the owners of lots in the plat shall determine the level of maintenance for the common areas and any structures or buildings that may be constructed or placed thereon with each lot having one vote. c) The common areas will be maintained perpetually in a safe, sanitary, and

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attractive condition by the owners as specified herein. d) Maintenance includes, without limitation, the cost and expense of all material, labor, equipment, and machinery required for cleaning out plant growth, mowing, and landscaping together with the costs to remove debris. e) In determining the fraction of the cost of maintenance each owner must contribute, each lot in the plat, will be assumed to have an equal responsibility in the maintenance of the common area, even if title to a lot is shared by two or more grantees as tenants by the entirety, joint tenants, tenants in common, or otherwise. f) Every grantee under one ownership shall be jointly and severally liable for the ownership's proportionate share of the maintenance costs and expenses. g) An owner may serve notice by certified or registered mail to the other owners that maintenance is required. h) Such notice shall specify and describe the maintenance needed, estimate the cost thereof, and name any contractors solicited (or propose a means for performing the work without a contractor). i) Unless the notified owners object in writing within thirty (30) days after receipt of said notice, the notifying owner may proceed with the cost-shared maintenance. j) If any notified owner objects in writing to the proposed maintenance, one or more owners may bring an action at law or equity for adjudication, and judgment shall include reasonable attorneys' fees and costs of such action. k) The costs of repairing any and all damages to any common area caused by equipment and/or vehicles used in the construction of a house or other improvements on a lot, shall not be divided among the owners of the lots but shall be paid for solely by the owner whose house or other improvements are being constructed, or by the party responsible for such damages arising out of the exercise of rights reserved for the lot owners. l) After completing the work described in (k), (l), or (m) above, the owner who did the work, or who had it done, may serve notice by certified or registered mail to the other owners that satisfactory repairs have been made, and that the total cost thereof has been paid as verified by a copy of a paid receipt attached to said notice, together with any reasonable itemized bill for the total amount of any work performed by the notifying owner, including labor, material, and equipment. m) The notified owners shall, within thirty (30) days after receipt of said notice, reimburse the owner who did the work or had it done, in an amount equal to their proportion sum of said receipt and said itemized bill, if any, or in an amount equal to 100 percent where work was performed to remedy damages described in (n) above. n) If a notified owner fails to pay his share within thirty (30) days after receipt of such notice, then said costs, and the expenses of collection thereof, shall thereupon become a continuing lien on that owner's lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. o) The personal obligation of the then owner to pay such expense, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. p) If the expense is not paid within said thirty (30) day period, then interest at the rate of eighteen (18%) percent per annum may be added to the delinquent balance and the owner who had the maintenance done may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot; and in that event, judgment shall include interest on the total amount as above, provided, reasonable attorneys' fees, and cost of the action. q) The lien of the expense provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon



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the lot subject to such expense; provided, however, that such subordination shall apply only to the expenses that become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. r) Such sale or transfer shall not relieve such lot from liability for any expense thereafter becoming due, nor from the lien or any such subsequent expense. s) Each owner shall save the other owner, and the Developer, its employees, agents, contractors, engineers, successors, and assigns, harmless from any and all liability and claims for damages due to death or injury to persons or damages to property resulting from acts of the owner, his contractors, and agents. t) Developer, its successors and assigns, reserve the right to go upon the common area for the purpose of maintaining same.

46. **Enforcement.** Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

47. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedure, 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 due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any 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 this subdivision is hereby notified that by the



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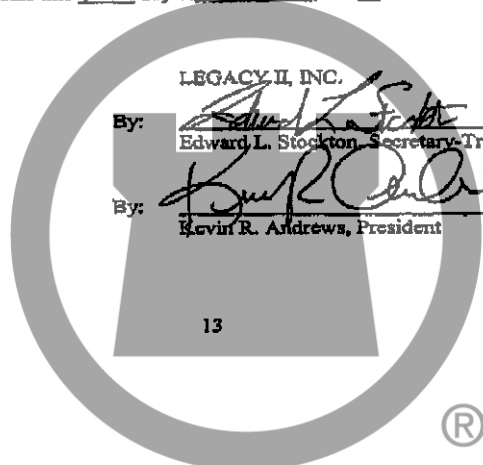
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act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

48. Term. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

49. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 9TH day of DECEMBER 2002.



LEGACY II, INC.

By: [Signature]
Edward L. Stockton, Secretary-Treasurer

By: [Signature]
Kevin R. Andrews, President

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STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Edward L. Stockton and Kevin R. Andrews, the Secretary-Treasurer and President, respectively of Legacy II, Inc., who acknowledged the execution of the foregoing Restrictions of Rockingham, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and seal on this 9th day of December, 2009.



Amy M. Hendrick
Notary Public - Signature

Amy M. Hendrick
Notary Public - Printed Name

Resident of Hendricks County

My Commission Expires: 11/15/09

This instrument prepared by: Lee T. Comer Attorney-at-Law, P.O. Box 207 Danville, IN 46122, (317) 745-4300.



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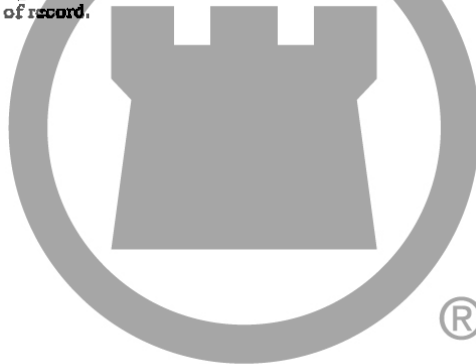
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EXHIBIT A"**LAND DESCRIPTION**
(Rockingham - Section 1)

That portion of the West Half of the Northwest Quarter of Section 28, Township 15 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana, described as follows:

Considering the South line of said West Half Quarter Section as bearing North 90 degrees 00 minutes 00 seconds East with all bearings contained herein being relative thereto.

Commencing at a Hendricks County Surveyor's Monument found marking the Southwest corner of said West Half Quarter Section; thence North 90 degrees 00 minutes 00 seconds East along the South line thereof 649.75 feet to a MAG nail with "LS29800001" washer set at the southeast corner of a parcel of land described in a Land Contract between Paul Maynard Krebs and Larry Ward Geyer recorded as Instrument No. 97-22390 in Public Record Volume 30, Pages 850 - 853 in the Office of the Recorder of said county, said point being the POINT OF BEGINNING; thence North 01 degree 10 minutes 46 seconds East along the east line of said parcel of land 557.25 feet to a 5/8 inch rebar with "BANNING ENG LS29800001" cap set (herein referred to as "rebar set"); thence North 90 degrees 00 minutes 00 seconds East parallel with said South line 696.11 feet to a rebar set on the East line of said West Half Quarter Section; thence South 00 degrees 49 minutes 13 seconds West along said East line 557.19 feet to a railroad spike found marking the Southeast corner of said West Half Quarter Section; thence South 90 degrees 00 minutes 00 seconds West along the South line thereof 699.61 feet to the POINT OF BEGINNING, containing 8.926 acres, more or less, subject to all legal highways, rights of way, and easements of record.



CHICAGO TITLE