



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

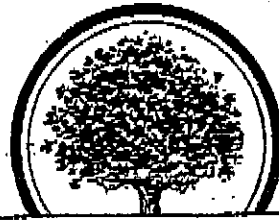
48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.



INNISBROOKE

PLAT COVENANTS, RESTRICTIONS AND EASEMENTS FOR INNISBROOKE SUBDIVISION

The undersigned, InnisBrooke Development Co., an Indiana partnership (the "Developer"), owner of the real estate shown and described herein, hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as InnisBrooke Subdivision, an addition to Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain Declaration of Covenants and Restrictions of InnisBrooke Development Co. recorded on the 11th day of June, 1992, as Instrument No. 9201299, in Miscellaneous Record 64, Pages 212-712, inclusive, in the office of the Recorder of Johnson County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the InnisBrooke Homeowners Association, Inc. (the "Homeowners Association") and the InnisBrooke Architectural Control Committee (the "Committee") as set forth in the Declaration. Any conflicting covenant or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. **Dedication.** The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.
 2. **Utility, Drainage and Sewer Easements.** There are strips of ground marked "Drainage and Utility Easements" or "D. & U. Eas." or "Drainage Easement" or "Utility Easement" or "Sanitary Sewer Easement" ("Easements") on the within plat which are reserved for the use of the public utilities, governmental agencies and the Homeowners Association at various areas of the subdivision (including, without limitation, the Common Areas included therein) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations, not including transportation capabilities, for the installation and maintenance of poles, mains, sewers, dunes, drains, lines, wires, and other appurtenances, for the purpose of furnishing utility services. No permanent structures (except walls, sidewalks and fences to the extent permitted or required hereby or by the Declaration) are to be erected or maintained upon said Easements.

The Homeowners Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep Easements free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for this subdivision to the extent it has not been dedicated and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system.

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies and governmental agencies and Homeowners Association (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the Easements herein granted and reserved.

All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision, release their right to object, remonstrance or appeal against pending or future construction by the City of Greenwood pursuant to a certain contract dated September 30, 1991 and recorded in the Johnson County Recorder's Office at Book 363, Page 957 and amended by a document dated March 23, 1992 and recorded in the Johnson County Recorder's Office at Book 64, Page 445.

3. **Landscape Easements.** There are strips and areas of ground shown marked "Landscape Easement" on the within plat which are hereby reserved for the use of owners of lots (to the extent and limited for the purposes set forth in the Declaration) and for the use of Developer and the Homeowners Association for the purposes of installation, maintenance, repair and replacement of fences, walls, landscaping, other screening material, street directories, street signs, water wells and other items requiring maintenance. Except as installed and maintained by lot owners (pursuant to the requirements of the Declaration), or by Developer and the Homeowners Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the Declaration and approved by the Committee) shall be erected or maintained on said strips and areas by the owner of any lot subject to any such "Landscape Easement," and the owners of such strips and areas by any such "Landscape Easement" shall take and hold title to their lots subject to the foregoing rights of the Developer and the Homeowners Association and shall not do or permit to be done anything which will obstruct or interfere with any installations made by the Developer or Homeowners Association in any such "Landscape Easement." The foregoing grant of rights to the Developer shall not impose an obligation on the Developer to undertake such maintenance unless it elects to do so.

4. **Common Areas.** There are portions of ground which, upon final construction or provision thereof, shall be conveyed by the Developer to the Homeowners Association. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the Declaration.

5. **Storm Drainage Maintenance.** The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall, to the extent not maintained by the Johnson County Drainage Board include but shall not be limited to, the maintenance of all inlet pipes, open ditches, pipes and swales. The costs and expenses of such maintenance which is not provided by the Johnson County Drainage Board of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

6. **Drainage Swales.** Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements are not to be altered, dug out, filled in, diked, or otherwise changed without the written permission of the Johnson County Drainage Board and the Committee. Property owners must maintain these swales as sodded grass areas 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 appropriately sized culverts or other approved structures have been permitted by the Johnson County Drainage Board. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days' notice by certified mail to repair said damage after which time, if no action is taken, the Johnson County Drainage Board or Homeowners Association will cause said repairs to be accomplished and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment and such costs will constitute a lien on the property owner's lot until paid. Upon the completion of the initial construction of a residence upon any lot within this development, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the Committee.

7. **Set Backs.** Building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted hereby or by the Declaration) shall be erected or maintained. No buildings, structures or other improvements shall be erected closer to any side lot line of any lot than 10 feet and the total side yard set-back (both sides) must be at least 25 feet, or closer to any rear lot line of any lot than 25 feet, unless proposed otherwise permitted hereby or by the Declaration. No buildings, structures or other improvements shall be constructed on any part of a lot lying within 30 feet of the top bank of any lake unless approved by the Committee or the Developer. Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distance from the buildings, structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

8. **Minimum Living Space.** The ground floor of each multi-story dwelling constructed on a Lot, exclusive of one-story open porches, gazebos and other areas not considered living areas, shall be not less than 900 square feet of finished and livable floor area and all 2-story dwellings shall contain not less than 1,800 square feet of total living area. In the case of a one-story structure, the ground floor area, exclusive of open porches and garages, shall be not less than 1,600 square feet of finished and livable floor area. Basement floor areas shall not be counted in the above square footages and shall be in addition thereon. Notwithstanding the foregoing, the Committee may in its discretion approve construction of a dwelling that does not comply with the foregoing requirements if in the Committee's discretion the design and size of the dwelling will be compatible with the other dwellings in the subdivision and will not detract from their value.

9. **Approval of Construction Plans and Contractor.** No construction shall be commenced nor shall any building, structure or other improvements (including, without limitation, fences) be erected, placed or altered on any lot in this subdivision until the building plans, specifications, including exterior surface of all buildings, and Lot plan showing the location of such construction have been approved as to the quality of materials, the compatibility of the same with existing structures in this subdivision and with the intent of these covenants by the Committee, in accordance with the procedures for such approval contained in this Declaration and all rules, regulations and guidelines adopted by the Committee. The elevations and floor plans proposed by the Lot Owner must be determined by the Committee to be particularly suited to the Lot and compatible with the theme of the development and the adjacent dwellings. If the Committee fails to act upon any plans submitted to it for its approval within a period of twenty-one (21) days from the submission date of the same, the Owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration. No fence or wall or mail box and post will be erected, placed, or altered on any Lot or within the subdivision, unless previously approved by the Committee in writing. The Committee must also approve the Owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property. It shall be the Lot Owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the Johnson County Drainage Board and as evidenced upon the final construction plans for the development of this subdivision. Notwithstanding compliance with all minimum development standards as required by applicable ordinances and the covenants and restrictions of this plat, no construction shall commence upon any Lot in this development unless the Committee or its designee shall have first approved in writing the building contractor selected by the Lot Owner for the construction.

10. **Temporary Construction.** No construction sheds or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the owner of the respective Lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

ARTICLE XIV
Restrictions, Covenants and Regulations

→ Section 1.-- Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Areas shall be in addition to any other covenants or restrictions contained herein and in any subdivision plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family; provided, however, that the foregoing restriction of "used exclusively for residential purposes" shall not apply to any Lot or part thereof or any other part of the Real Estate at any time owned by the Corporation which constitutes a part of the Common Areas, and upon which no Dwelling Unit is located.

(b) Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(c) No waste shall be committed in any Dwelling or on any Lot.

→ (d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee unless otherwise expressly authorized herein, or in any recorded subdivision plat, or by the rules, regulations and guidelines of the Committee.

→ (e) No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

(f) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas and Lakes shall be kept free and clean of rubbish, debris and other unsightly materials.

→ (g) No industry, trade, or other commercial or religious activity, educational or otherwise, designated for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate.

(h) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas.

(i) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board.

(j) Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including but not limited to any covenants and restrictions set forth herein or otherwise, Declarant shall have, until the Applicable Date, the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Real Estate (other than individual Dwelling Units and Lots owned by Persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the sale of Lots and construction of Dwelling Units, or for the conducting of any business or activity attendant thereto, or for the construction and maintenance of Common Areas, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices, and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Real Estate at any time.

Section 2. Non-applicability to Corporation.

Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in Section 1 of this Article XIII shall not apply to or be binding upon the Corporation in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or

might hinder, delay or otherwise adversely affect the Corporation in the performance of its duties, obligations and responsibilities as to the Common Areas.

Section 3. Restrictions and Obligations Concerning Size, Placement and Maintenance of Dwelling Units and Other Structures.

A. Garages and Driveways. No dwelling shall have less than a full size 2-car or more than a 3-car attached garage, unless otherwise approved by the Committee. Carports with open sides will not be permitted. All driveways and vehicle parking areas shall be hard surfaced with either concrete, brick or asphalt. No gravel or stone driveways will be permitted. No portion of any Lot may be sold or subdivided so that there will be thereby created a greater number of Lots than the original number platted.

B. Minimum Living Space. The ground floor of each multi-story dwelling constructed on a Lot, exclusive of one-story open porches, garages and other areas not considered living areas, shall be not less than 900 square feet of finished and livable floor area and all 2-story dwellings shall contain not less than 1,800 square feet of total living area. In the case of a one-story structure, the ground floor area, exclusive of open porches and garages, shall be not less than 1,600 square feet of finished and livable floor area. Basement floor areas shall not be counted in the above square footages and shall be in addition thereto. Notwithstanding the foregoing, the Committee may in its discretion approve construction of a dwelling that does not comply with the foregoing requirements if in the Committee's discretion the design and size of the dwelling will be compatible with the other dwellings in the subdivision and will not detract from their value.

C. Approval of Construction Plans and Contractor. No construction shall be commenced nor shall any building, structure or other improvements (including, without limitation, fences) be erected, placed or altered on any Lot in this subdivision until the building plans, specifications, including exterior surface of all buildings, and plot plan showing the location of such construction have been approved as to the quality of materials, compatibility of the same with existing structures in this subdivision and with the intent of these covenants by the Committee, in accordance with the procedures for such approval contained in this Declaration and all rules, regulations and guidelines adopted by the Committee. The elevations and floor plans proposed by the Lot Owner must be determined by the Committee to be particularly suited to the Lot and compatible with the theme of the development and the

adjacent dwellings. If the Committee fails to act upon any plans submitted to it for its approval within a period of twenty-one (21) days from the submission date of the same, the Owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration. No fence or wall or mail box and post will be erected, placed, or altered on any Lot or within the subdivision, unless previously approved by the Committee in writing. The Committee must also approve the Owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property. It shall be the Lot Owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the Johnson County Drainage Board and as evidenced upon the final construction plans for the development of this subdivision. Notwithstanding compliance with all minimum development standards as required by applicable ordinances and the covenants and restrictions of this plat, no construction shall commence upon any Lot in this development unless the Committee or its designee shall have first approved in writing the building contractor selected by the Lot Owner for the construction.

D. Set-Back Requirements. Set-back and yard size requirements for Lots shall be as set forth on any recorded plat of the Real Estate; provided, however, that the committee may, in its discretion, reduce any such side yard and rear yard requirements as set forth on any such plat as to a particular Lot or Lots, but in no event shall any yard requirements be reduced below those required by applicable zoning laws, ordinances and regulations and in no event shall the aggregate side yards on any Lot be less than 25 feet of the foundation of the building any closer than 10 feet to a Lot Line.

E. Mailboxes. In order to aid in the preservation of aesthetic appearances within the Real Estate, any mailbox installed on the Real Estate must be approved by the Committee as to size, location, height and composition before it is installed. A standard mailbox design will be prepared by the Declarant, and such design shall be the standard for all mailboxes installed on the Real Estate.

F. Exterior Construction. All materials used on the exterior of any Dwelling Unit and any other building improvements on a Lot shall be subject to the approval of the Committee. All driveways must be surfaced in accordance with the requirements as set forth in any recorded plat of the Real Estate and as provided herein from their point of connection with the abutting street or road to their point of connection with the garage apron. Driveway and walk designs must be submitted to the Committee for approval.

G. Heating Plants and Garages. Every Dwelling Unit located on the Real Estate 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 Dwelling Unit. Every Dwelling Unit located on the Real Estate must have at least a two-car attached garage of the same architectural design and materials as the Dwelling Unit.

H. Diligence in Construction. Every building whose construction on any Lot is begun shall be completed within one hundred eighty days (180) after the beginning of such construction unless circumstances beyond the reasonable control of the builder and/or Owner prevent such completion. 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. The Declarant and/or Homeowners Association shall have standing and authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

I. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

J. Landscaping and Grading. Each Lot Owner shall provide reasonable landscaping on his Lot including, at a minimum, suitable foundation landscaping. All landscaping plans are subject to Committee approval. The Committee may, in its discretion, modify such plans to promote the integrity and the aesthetic appearances of this subdivision. Finished grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting and all yards must be seeded or sodded with grass within ten days after the completion of finish grading, weather permitting. Trees provided by Declarant, if any, will be protected by Owner during construction and replaced within 30 days if damaged or if a tree dies on Owner Lot.

→ K. Maintenance of Lots and Improvements. The Owner of any Lot other than Declarant 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:

- (i) Mow the Lot at such times as may be reasonably required in order to keep the grass no longer than five inches and prevent the unsightly growth of vegetation and noxious weeds;
- (ii) Remove all debris or rubbish;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

(iv) Cut down and remove dead trees;

(v) Where applicable, prevent debris and foreign material from entering drainage areas; and

(vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event the Owner of any Lot (other than Declarant) fails to conform with the foregoing requirements, then the Corporation shall have the right but not the obligation through its agents and officers to enter upon said Lot and perform the required maintenance and repair. The cost of such maintenance and repair shall be paid by the Lot Owner and shall constitute a special assessment and lien against such Lot.

L. Declarant's and the Corporation's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the Declarant, until the Applicable Date, and, thereafter, the Corporation through its agents and employees or contractors, should have the right 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 and the provisions contained in any such plat. The cost thereof to the Declarant or the Corporation shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the Declarant nor the Corporation, nor any of its agents, employees or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

→ Section 4. General Prohibitions. In addition to any restrictions or limitations contained elsewhere in this Declaration and in any recorded plat of the Real Estate, the following prohibitions and restrictions shall govern the development, use and occupancy of the Real Estate:

→ A. Parking, Storage, Pools. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be stored on any Lot. Also, no boat, motorcycle, trailer, camper or motor home of any kind (including, but not in limitation

thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any Lot unless kept from view of neighboring residences and streets by being in a garage. No pools shall be excavated or built without the prior approval of the Committee. Above ground swimming pools shall not be permitted or constructed on any Lot.

→ B. Signs. No sign of any kind shall be displayed to the public view on any Lot, except signs used by an approved builder to advertise the property during the construction period, as approved by the Declarant. Signs advertising property for rent are specifically prohibited. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day liquidated damages payable to the Declarant until such time as the Corporation owns and is responsible for the maintenance of the Common Areas, at which time such liquidated damages shall be payable to the Corporation. The Declarant and/or Corporation shall approve all signs deemed appropriate by the Committee advertising properties for sale, which signs shall be uniform in design and placed as the Committee shall determine proper.

→ C. Appearance of Lot. All equipment, garbage cans, service yards or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted. No Owner of a Lot shall burn or permit the burning out-of doors of garbage or other refuse. Antennas, masts, towers or satellite dishes of any kind will not be permitted on any Lot or outside any dwelling, unless first approved by the Committee. No clothes lines are permitted outside any dwelling.

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

E. Nuisance. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the opinion of the Declarant or the Corporation.

F. Private Water Systems and Air Conditioners. No private, or semi-private, water supply may be located upon any Lot which is not in compliance with regulations or procedures as provided by the applicable public health agencies, or other

civil authority (having jurisdiction, approved by the Committee and restricted to use in connection with a sprinkler system or geothermal heating and cooling system. No septic tank, absorption field or any other method of sewage disposal shall be located or constructed on any Lot or Lots herein. Solar heating systems of any nature must be approved by the Committee as to design and aesthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends aesthetically with the structure and adjacent properties. All outdoor air conditioning units shall be screened from view.

→ G. Fences. No fence of any kind shall be allowed on any Lot without the written consent of the Committee.

H. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building 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 Real Estate at any time, except as the times when refuse collections are being made.

I. Model Homes. No Owner of any Lot shall build or permit the building upon his Lot or any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant.

→ J. Ditches and Swales. It shall be the duty of the Owner of any Lot 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 (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subparagraph F.

K. Utility Services. Utility services shall, to the greatest extent possible, be installed underground.

→ L. Recreational Equipment. No Owner shall install or allow to exist on Owner's Lot any basketball goal or other recreational equipment without the Committee approving the type and location of the equipment. All basketball backboards or any other fixed games and play structures shall be located behind the rear foundation line of the main structure and within Lot set-back lines unless otherwise approved by the Committee.

M. Drilling. No oil or water drillings, oil development operations, oil refining, quarries or mining

operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.