



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.

Linda Leveridge

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAGO VISTA

BOOK 050 PAGE 71

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

LAGO VISTA

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OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAGO VISTA

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAGO VISTA

THIS DECLARATION, made on the date hereinafter set forth by NEAGER CONTRACTING CO., INC., an Indiana Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Greenwood, County of Johnson, State of Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof, (hereinafter called "Parcel")

This Parcel is known as LAGO VISTA and is part of a Planned Community known as Valla Vista, consisting of the number of lots, and together with common property, (including but not limited to, private street(s)), shown on the map of same filed with the Johnson County Recorder's Office as Instrument #

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VIEW OF THE LAKE CIVIC ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including but not limited to the private street(s) within the "Parcel".

Section 5. "Lots" shall mean and refer to any plot, plots or parts of plots of land shown upon any recorded map of the Properties, (Common Areas Excluded), upon which one dwelling unit is constructed.

Section 6. "Declarant" shall mean and refer to Yenger Contracting Co., Inc., its agents and employees, its successors and assigns.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(b) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said properties and the rights of such mortgages in such properties shall be sub-ordinate to the rights of the homeowners hereunder.

(c) the right of the Association, through its Board of Directors, to determine the time and manner of use of the Common Areas by the members, but this authority shall not restrict the right of police, fire protection, trash pickup and utilities who have jurisdiction thereof nor shall it unreasonably deny use and access of invitees of members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, hereby covenants, and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable

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Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, hereby covenants, and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable

attorney's fees, shall also be the personal obligation of the person who was the Owner of such party at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to the Owner, the maximum annual assessment shall be TWENTY FOUR Dollars (\$ 24 ⁰⁰) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association, which Declarant may transfer subject to the mortgage against same, providing Declarant keeps same current and non-delinquent. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien.

Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the home owners in equal proportions. It shall be the individual responsibility of each Owner, at his own expense, to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage and loss relative to his dwelling and Lot. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed buildings or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged living units in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency, except that the special assessment shall be levied against all such home owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Area.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The recorded "Map" of this Parcel also provides for Architectural Control Committee. In the event of any dispute

or disagreement between these two Architectural Control Committees, the position of the Committee under the "Map" shall be controlling.

ARTICLE VI

USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said dwelling to maintain, during the period of construction and sale of said dwelling, upon such portion of the premises as Declarant deems necessary, such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction and sale of said dwelling, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. No advertising signs (except one of not more than five (5) square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any living unit or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period and of VIEW OF THE LAKE CIVIC ASSOCIATION, INC. a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Indiana, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

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Section 6. All garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring dwellings and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

Section 7. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property.

Section 8. No action shall at any time be taken by the Association or its Board of Directors which, in any manner, would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE VII

EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under all of the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits. An easement is further granted to all police, fire protection, trash pickup and ambulance service and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area to perform the duties of maintenance of the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article VII shall in no way affect any other recorded easement on said premises.

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ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any, at a duly constituted meeting called for this purpose, written notice of which shall be sent to all Class A members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

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Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned this 28 day of

August, 1975.

YEAGER CONTRACTING CO., INC.

By Paul K. Yeager, President
John M. Ferguson, Secretary

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DESCRIPTION

Part of the South Half of Section 33 Township 14 North Range 4 East of the Second Principal Meridian described as follows:

Beginning 1491.31 Feet West of and 21.77 Feet North of the Southeast Corner of the said Section 33; thence North 01 Degree 23 Minutes 33 Seconds West 121.00 Feet; thence North 30 Degree 32 Minutes 24 Seconds East 861.39 Feet; thence North 23 Degree 57 Minutes 45 Seconds West 275.77 Feet; thence South 70 Degree 51 Minutes 51 Seconds West 503.78 Feet; thence North 90 Degree 00 Minutes 00 Seconds West 428.00 Feet; thence South 75 Degree 08 Minutes 11 Seconds West 327.85 Feet; thence South 64 Degree 08 Minutes 42 Seconds West 407.22 Feet; thence South 30 Degree 51 Minutes 34 Seconds East 306.66 Feet; thence South 82 Degree 15 Minutes 10 Seconds East 527.12 Feet; thence South 82 Degree 01 Minutes 56 Seconds East 229.89 Feet; thence South 48 Degree 35 Minutes 30 Seconds East 144.89 Feet; thence South 01 Degree 23 Minutes 33 Seconds East 232.00 Feet; thence North 88 Degree 36 Minutes 27 Seconds East 243.00 Feet to the Place of Beginning containing 22.229 Acres, more or less.

LESS:

D Tract H, C, D, E, F, and G in Lago Vista as recorded in Plat Book 8 page 26 in the Recorder's Office of Johnson County, Indiana, described as follows:

Beginning at the Southeast corner of Lots No. 1-26 in the said Plat; thence North 73 Degree 21 Minutes 07 Seconds West 124.78 feet; thence North 74 Degree 47 Minutes 52 Seconds West 86.39 feet; thence North 05 Degree 30 Minutes 19 Seconds West 506.43 feet; thence South 02 Degree 15 Minutes 10 Seconds East 527.12 feet; thence South 02 Degree 01 Minutes 56 Seconds East 284.89 feet to the Place of Beginning containing 0.253 Acres, more or less, subject to all legal Rights of Way and encumbrances.

EXHIBIT "A"

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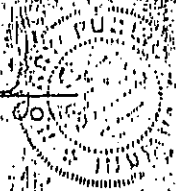
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STATE OF INDIANA)
COUNTY OF) SS:

Before me, a Notary Public in and for said County and State personally appeared YEAGER CONTRACTING CO., INC., by Robert K. Yeager, its President and John N. Yeager, its Secretary who acknowledged the execution of the foregoing instrument as the free and voluntary act of the Corporation.

Witness my hand and Notarial Seal this 25 day of August, 1975.


[Signature]
Notary Public

My Commission Expires:

7-25-79

- 12 -

This Instrument prepared by:
Raymond Good,
GOOD, BERTRAM & MCGOVERN
Attorneys at Law
5972 Madison Avenue
Indianapolis, Indiana 46227
783-1321

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FOR RECORD
BOOK 50 PAGE 271

SEP 2, 3 02 PM '75

Mary E. [Signature]
RECORDER OF
JOHNSON COUNTY

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