

**ORIGINAL**

**DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.**

**JAN 12 2004**

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
HARRISON HIGHLANDS SUBDIVISION**

*Robert A. Mantz*  
AUDITOR OF TIPPECANOE CO

**THIS DECLARATION**, made on the 12<sup>TH</sup> day of DECEMBER, 2003, by Harrison Highlands I, LLC, an Indiana limited liability company ("Declarant"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real estate, located in Tippecanoe County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Real Estate"), attached hereto and incorporated herein by reference, upon which Declarant intends to develop a residential subdivision known as Harrison Highlands Subdivision.

**WHEREAS**, Declarant is the owner of the real estate, located in Tippecanoe County, Indiana, which is more particularly described in Exhibit "B" (hereafter "Additional Real Estate"), attached hereto and incorporated herein by reference, upon which Declarant may further develop additional phases of the Harrison Highlands Subdivision.

**WHEREAS**, Declarant desires to subdivide and develop the Real Estate and may in the future desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

**WHEREAS**, the term "Property" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to this Declaration.

**NOW, THEREFORE**, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees and consents to and with Declarant, the Association, and the owners of each of the Lots hereby affected to keep, observe, and comply with the terms and conditions hereof.

Declarant shall have, and hereby reserves the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this declaration and all rights, obligations, and

privileges herein, when Declarant places of record in Tippecanoe County, Indiana an instrument so declaring the same to be part of the Property, which declaration may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the owners of any Lots within such real estate shall be deemed for all purposes to have and be subject to all of the rights, duties, privileges, and obligations of owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

#### ARTICLE I

##### Name

The subdivision of the Property created by this Declaration shall be known and designated as Harrison Highlands Subdivision, a subdivision located in Tippecanoe County, Indiana.

#### ARTICLE II

##### Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

- A. "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.
- B. "Association" means the *HARRISON HIGHLANDS HOMEOWNERS ASSOCIATION, INC.*, a non-profit corporation, its successors and assigns.
- C. "Board of Directors" means the Board of Directors of the Association.
- D. "Common Area" means: those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), and items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).
- E. "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums

lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

- F. "Declarant" means Harrison Highlands I, LLC, an Indiana limited liability company, and its successors and assigns.
- G. "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence if the Declarant commences the development of any part (or all) of the Additional Real Estate and shall end when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Additional Real Estate.
- H. "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).
- I. "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.
- J. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.
- K. "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of Tippecanoe County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

### ARTICLE III

#### Property Rights, Easements and Encroachments

- A. Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:
  - (i) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;
  - (ii) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (A) for any period during which any assessment remains unpaid and (B) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
  - (iii) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon

improvements, additions or alterations to the Lots and the Common Area owned by the Association;

- (iv) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;
- (v) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;
- (vi) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;
- (i) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association; and
- (ii) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

B. Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

C. Certain Obligations and Access Rights to the Common Area.

- (i) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.
- (ii) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents an independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

D. Undefined Drainage, Utility, Sewer and Other Development Easement. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such

Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

- (i) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.
- (ii) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement and right-of-way ("Surface Water Easement") in and to any areas now or hereafter shown on the Plat as a "Block", or "Common Area", any other Common Area within the Property used as a water retention or detention area, or on which a lake now exists or is later constructed, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).
- (iii) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign & facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.
- (iv) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:
  - (a) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Surface Water, Sign and Facilities Easement, or any facility at any time located therein or thereon;

- (b) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,
  - (c) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Surface Water, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Tippecanoe County, Indiana.
  - (v) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.
- E. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.
- F. Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any recorded plat of Harrison Highlands Subdivision as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the **HARRISON HIGHLANDS HOMEOWNERS ASSOCIATION** for the common enjoyment of all residents in the Harrison Highlands Subdivision.
- G. Defined Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities and public utilities & private for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind (except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Article VI(B) below) shall be built, erected or maintained on said. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

- H. Defined Mounding, Landscaping, and Screening and Sign Easements. If there are strips of grounds shown on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, then such strips of ground are reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except by the Declarant during the Development Period and, thereafter, by the Association. No fences shall be erected or maintained in the area of such easements. Furthermore, notwithstanding anything in this Declaration to the contrary, at any time during the Development Period no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.
- I. Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

#### ARTICLE IV

##### Association Membership, Voting Rights Board of Directors and Professional Management

- A. Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.
- B. Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:
- Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) 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 the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to eight (8) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership exceeds the total number of votes outstanding in the Class B membership; or, (b) December 31, 2013.

- C. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

## ARTICLE V

### Covenant for Maintenance Assessments

- A. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (i) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- (ii) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

- B. Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

- C. Maximum Regular Yearly Assessments.
- (i) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be One Hundred Fifty (\$150.00) per Lot per year.



- (ii) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 10% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.
  - (iii) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 10% above the maximum Regular Yearly Assessment for the previous year, with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.
  - (iv) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.
- D. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy 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 any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.
- E. Notice and Quorum for Any Action Authorized Under this Article. Written notice of any meeting called for the purpose of taking any action authorized under this Article 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 the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- F. Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots.
- G. Date of Commencement of Yearly Assessments; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat the first day of the first month following conveyance of the Common Area within such Plat to the Association, or if there is no Common Area, the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.
- H. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a

continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. If any 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, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

- I. Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

## ARTICLE VI

### Use, Restrictions, and Architectural Control

- A. Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.
- B. Architectural Control. No Dwelling Unit, building, outbuilding, fence, wall or other structure, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color 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 Declarant until the end of the Development Period and thereafter by an Architectural Committee of three (3) or more representatives as appointed by the Board of Directors of the Association. Plans and specifications for homes shall also include, without limitation, front, side and rear elevations, floor plans with square footage, roof color, siding color and a site plan. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and

specifications have been submitted, approval will not be required and this Section will be deemed to be fully complied with. Builders may submit sets of Master Plans to the Declarant or Architectural Committee, as applicable. When approved, such Master Plan shall not require subsequent approval unless there are changes thereto. Declarant or the Architectural Committee, as applicable, shall also issue a list of approved colors for roofs. Brick and siding choices shall be limited to earthtones unless otherwise approved by Declarant or the Architectural Committee.

- C. 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 a) shall not be kept, bred or maintained for any commercial purpose; b) shall not become a nuisance to other owners; and c) shall be leashed upon leaving owner's property. Not more than three pets of 20 pounds or less, not more than two pets of 21-75 pounds and not more than one pet 76-150 pounds shall be permitted to be domiciled in a dwelling unit or on a lot. Pets which exceed 150 pounds shall be approved by the committee.
- D. Outside Storage. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. There shall be no clotheslines allowed on any lot. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.
- E. Setback Lines. Front Building lines are hereby established as shown on the foregoing Plat. Between such Front Building lines and the right-of-way lines there shall be erected, placed or altered no structure or part thereof except that fences in keeping with architectural style as specifically approved by the Declarant and until the end of the Development Period, and thereafter by the Association Board of Directors or Architectural Review Committee; provided, however, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.
- F. Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances.
- G. Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any lot for use as a residence either temporarily or permanently or at any time be used for such purpose.
- H. Motor Vehicle Repair. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.
- I. Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.
- J. Permitted Uses. No use shall be made of any Lot except as permitted by this Declaration and the applicable zoning and subdivision control ordinances under which this Property is developed.
- K. Construction: Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers. Any builder shall indemnify and hold declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or be

connected with, or claims to arise out of or be connected with, any work done by builders, builder's employees, agents, or subcontractors which is not in compliance with any erosion control plan, stormwater runoff plan, any agreement to remove trash or excess dirt, or any other agreement between such builder and the Declarant or any other plan implemented by the Declarant.

- L. Number of Dwelling Units. The number of Dwelling Units shall not exceed the number of platted lots within the Property.
- M. Residential Use. Lots may be used only for residential purposes and only for construction of improvements as approved under Article VI, Section B hereof. All lots in this subdivision shall be designated as residential lots.
- N. Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot within shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of 1,400 square feet of main floor area for a one-story dwelling unit or 900 square feet of main floor area if higher than one-story and a total of 2,000 square feet of finished living space if more than one-story.
- O. Unightly Growth. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.
- P. Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.
- Q. Semi-tractor trucks, trailers, etc. No semi-tractor trucks, semi-trucks, semi-tractor trailers, boats, campers, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's or Association's business on the Property.
- R. Time Limits of Construction. The exterior of every dwelling, garage or other structure permitted to be constructed or to remain on any Lot shall be completed within six (6) months from the start of construction, weather per. Unless granted an extension by Declarant or the Architectural Committee due to weather, all structures must be One Hundred Percent (100%) complete, and the site graded, sodded or seeded and landscaped as provided herein within one (1) year from the date of the commencement of construction thereof. All Lots shall be kept and maintained in a sightly and orderly manner during the period of construction of any structures on said Lot. No trash or rubbish of any kind shall be permitted to accumulate in any Lot or adjacent Lot. The streets shall be kept clear of mud and dirt from water runoff and excavation by the builder of a Dwelling Unit.

- S. Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.
- T. Development and Sale Period. Nothing contained in this Article VI shall be construed or interpreted to restrict the activities of Declarant or its designee in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or its designee shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property, as in the sole opinion of Declarant may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.
- U. Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Declarant or the Architectural Committee. Above ground swimming pools are prohibited on the Property.
- V. Trees; Landscaping. At least two (2) deciduous shade trees (one in the front yard and one in the back yard) and one (1) deciduous ornamental trees shall be planted as part of the initial construction of a Dwelling Unit. Deciduous shade trees (front yard) must be two and one-half inch (2½) caliber. At least six (6) shrubs shall be installed as foundation plantings as part of the initial construction of a Dwelling Unit; each shrub is to have a twenty-four (24) inch diameter and to be thirty (30) inches in height. All front yards shall be sodded, and side yards of corner lots shall also be sodded to the back property line of the lot. The remainder of the yard shall be seeded and covered with straw (or seeded by an equivalent or superior treatment).
- W. Mailboxes. All mailboxes shall be installed during original construction of a Dwelling Unit and shall comply with the standards provided by Declarant and applicable post office, unless otherwise approved by Declarant or the Architectural Committee.
- X. Driveways. The builder of a Dwelling Unit shall construct a concrete or gravel driveway with #2 stone prior to initial construction of the Dwelling Unit, and all construction traffic shall use such driveway for ingress and egress. Unless otherwise approved by the Declarant or the Architectural Committee, as applicable, the driveway for a completed Dwelling Unit shall be of concrete and shall accommodate two (2) parking spaces. A driveway must be a minimum width of no less than the interior width of the garage door or doors it serves, and shall not exceed in width the side boundaries of the garage it serves.

## ARTICLE VII

### Maintenance, Repairs and Replacements

- A. By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.
- B. Common Properties and Lawns by the Association.
- (i) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:
    - (a) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area.
    - (b) Maintenance of the Entry Signs and perimeter landscaping installed by the Declarant.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

- (i) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.
- (ii) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

## ARTICLE VIII

### Insurance

- A. Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Associations, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.
- B. Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.
- C. Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.
- D. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.
- E. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

## ARTICLE IX

### General Provisions

- A. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable

Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

- B. Severability and Waiver. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.
- C. Amendment. During the first-twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Tippecanoe County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners; provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.
- D. Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.
- E. Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

*IN WITNESS WHEREOF*, Harrison Highlands I, LLC, an Indiana limited liability company, has caused this Declaration to be executed as of the date first written above.

HARRISON HIGHLANDS I, LLC

By:

  
James C. Shook Jr., Manager




STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared James C. Shook Jr., and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Harrison Highlands Subdivision, as Manager of Harrison Highlands I, LLC, an Indiana limited liability company.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2003.

My Commission Expires:

6-18-08

  
\_\_\_\_\_  
Notary Public  
Max R. Felt  
Printed Name  
Residing in Tipton County, Indiana

Prepared By:  
Matthew G. McQueen  
Ball, Eggleston, Bumbleburg, McBride, Walkey & Stapleton PC  
201 Main Street  
810 Bank One Building  
P.O. Box 1535  
Lafayette, Indiana 47902-1535  
(765) 742-9046

## **Exhibit "A"**

A part of the southeast quarter of Section Nineteen (19), Township Twenty-four (24) North, Range Four (4) West, in Tippecanoe Township, Tippecanoe County, Indiana, being more completely described as follows, to-wit:

Commencing at the northwest corner of the southeast quarter of Section 19-24-4; thence along the west line of said southeast quarter, South 00°31'22" East, 1371.85 feet to the south line of the Roman Catholic Diocese of Lafayette-IN-Indiana, Inc., and the point of beginning of the herein described tract; thence along the south line of said property, North 89°30'23" East, 1507.37 feet; thence South 37°07'28" East, 58.59 feet; thence South 20°11'07" West, 167.83 feet; thence South 69°48'53" East, 52.14 feet; thence South 20°11'07" West, 185.00 feet; thence South 69°48'53" East, 40.24 feet; thence South 15°06'40" East, 236.27 feet; thence South 80°19'52" East, 50.03 feet; thence South 09°40'08" West, 135.00 feet; thence South 80°19'52" East, 70.14 feet; thence South 09°40'08" West, 185.00 feet; thence North 80°19'52" West, 195.53 feet; thence South 89°29'58" West, 65.00 feet; thence South 89°29'58" West, 30.20 feet; thence North 00°30'02" West, 135.00 feet; thence South 89°29'58" West, 83.18 feet; thence along a tangent curve to the right (said curve having a radius of 225.00 feet and a chord bearing North 68°00'02" West, 172.21 feet) an arc distance of 176.71 feet; thence North 45°30'02" West, 37.75 feet; thence South 44°29'58" West, 135.00 feet; thence South 45°30'02" East, 41.13 feet; thence South 44°29'58" West, 19.84 feet; thence South 79°29'58" West, 195.90 feet; thence South 89°30'49" West, 59.74 feet; thence South 00°31'47" East, 185.01 feet; thence South 89°29'58" West, 17.86 feet; thence South 00°30'02" East, 190.00 feet to the south line of the southeast quarter of said Section 19; thence along said south line, South 89°29'58" West, 418.22 feet to a Grant of Right-of-Way, as described in Document No. 9508549, recorded June 5, 1995 in the office of the Tippecanoe County Recorder; thence along the bounds of said Right-of-Way for the following Five (5) courses: (1) North 00°29'28" West, 30.00 feet; (2) North 87°32'09" West, 200.27 feet; (3) North 40°26'53" West, 70.11 feet; (4) North 14°15'52" West, 123.54 feet; (5) South 89°29'31" West, 25.00 feet to the west line of said southeast quarter;; thence along said west line, North 00°31'22" West, 1046.13 feet to the point of beginning, containing 36.72 acres, more or less.

**SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD**

**State of Indiana  
Office of the Secretary of State**

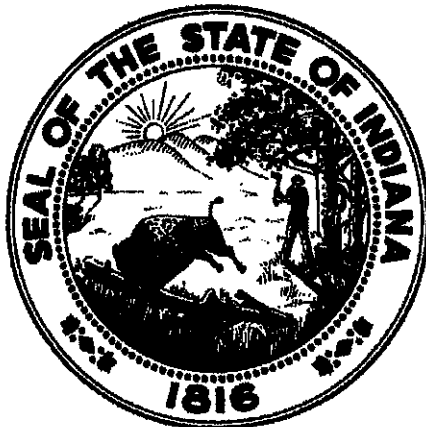
**CERTIFICATE OF INCORPORATION**

of

**HARRISON HIGHLANDS HOMEOWNERS ASSOCIATION, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 20, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 20, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

2004082300136 / 2004082318368

**INDIANA BUSINESS ENTITY REPORT**

Indiana Secretary of State

11/5/2007 10:52:56 AM

**Filer Name**  
JEFF BROWN**Filer Title**  
CPA**Years Filed**  
2005, 2006, 2007**Entity name and current principal office address**  
HARRISON HIGHLANDS HOMEOWNERS ASSOCIATION, INC.  
8900 KEYSTONE CROSSING, SUITE 605  
INDIANAPOLIS, IN 46240-4743**Entity Creation Date**  
8/20/2004**Domicile State**  
INDIANA**Entity Type**  
NON-PROFIT DOMESTIC CORPORATION**Current registered agent and registered address**  
JAMES C. SHOOK, JR.  
8900 KEYSTONE CROSSING, SUITE 605  
INDIANAPOLIS, IN 46240-4743**Current principal(s) and address(es)**  
**PRESIDENT**  
JAMES C. SHOOK, JR  
8900 KEYSTONE CROSSING, SUITE 605  
INDIANAPOLIS, IN 46240-4743

**INDIANA BUSINESS ENTITY REPORT**

Indiana Secretary of State

1/25/2010 3:30:59 PM

**Filer Name**  
JOHN K. MCBRIDE**Filer Title**  
ATTORNEY**Years Filed**  
2008, 2009**Entity name and current principal office address**  
HARRISON HIGHLANDS HOMEOWNERS ASSOCIATION, INC.  
8900 KEYSTONE CROSSING, SUITE 605  
INDIANAPOLIS, IN 46240-4743**Entity Creation Date**  
8/20/2004**Domicile State**  
INDIANA**Entity Type**  
NON-PROFIT DOMESTIC CORPORATION**Current registered agent and registered address**  
JAMES C. SHOOK, JR.  
8900 KEYSTONE CROSSING, SUITE 605  
INDIANAPOLIS, IN 46240-4743**Current principal(s) and address(es)**  
**PRESIDENT**  
JAMES C. SHOOK, JR  
8900 KEYSTONE CROSSING, SUITE 605  
INDIANAPOLIS, IN 46240-4743

REINSTATEMENT DIRECTIONS  
DOMESTIC CORPORATIONS  
NONPROFIT CORPORATIONS  
LIMITED LIABILITY COMPANIES

The following steps must be taken to reinstate your corporation or limited liability company when it has been administratively dissolved. Please direct any questions to our information line at (317) 232-6576 or visit our website at [www.IN.gov/sos](http://www.IN.gov/sos).

**STEP 1** Obtain a Certificate of Clearance from the Indiana Department of Revenue by completing the (AD19) Reinstatement Affidavit and (ROC-1) Responsible Officer Information forms.

**This must be completed before anything may be submitted to the Secretary of State's office.**

You may either MAIL or DROP OFF the Reinstatement Affidavit and Responsible Officer forms to the Indiana Department of Revenue.

**Mailing Address**

Indiana Department of Revenue  
PO Box 6197  
Indianapolis, Indiana 46206  
(317) 233-4015 Option 6

**Drop off Address**

Indiana Department of Revenue  
100 North Senate Avenue  
Room N-105  
Indianapolis, Indiana 46204

The name of the corporation or limited liability company on the Application for Reinstatement, Reinstatement Affidavit and the Certificate of Clearance must be **identical** to the name on the records of our office, as provided on original Articles of Incorporation (or Organization).

**STEP 2** Wait for the Certificate of Clearance to be mailed to you by the Dept. of Revenue.

- Please allow at least four (4) weeks for processing.

**STEP 3** Complete the Application for Reinstatement.

**STEP 4** Complete the Business Entity Report and pay the filing fees for all the years owed. The filing fees are \$15.00 per year for all for-profit entities and \$10.00 per year for nonprofit entities. **It is not necessary to complete separate forms for each filing year**, as long as the filing fee for each year owed is paid and the **most current** information is provided.

- All sections must be completed on both documents.
- A signature is required on both documents.

To determine amount due, please call (317) 232-6576 or visit [www.IN.gov/sos](http://www.IN.gov/sos).

**STEP 5** Mail or hand deliver ALL of the following items together:

- 1) Certificate of Clearance from Department of Revenue
- 2) Application for Reinstatement
- 3) Business Entity Report

4) A check or money order payable to the Secretary of State for the filing fees to the following address:

Secretary of State, Corporations Division  
302 W. Washington Street, Room E-018  
Indianapolis, Indiana 46204

- **Filing Fees** – The filing fee consists of all fees owed for business entity reports plus the Reinstatement fee of \$30.00.
- Call the information line for help determining the correct fees (317) 232-6576.
- Visit our website at [www.IN.gov/sos](http://www.IN.gov/sos) for answers to your questions.
- Do not mail anything to the Secretary of State until you have obtained the Certificate of Clearance from the Department of Revenue.
- All four items listed in step 5 must be mailed TOGETHER.
- Make check or money order payable to the Secretary of State. Do not send cash.

AD-19  
SF 49514  
(R2/ 10-07)

Indiana Department of Revenue  
Affidavit for Reinstatement of Domestic Corporation

State of Indiana )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn according to law, affirms that he/she is the  
(name)  
\_\_\_\_\_ of \_\_\_\_\_ a corporation organized  
(official capacity) (corporation name)  
under the laws of the State of Indiana, \_\_\_\_\_, with its principal office located at address  
(incorporation date)  
\_\_\_\_\_, city \_\_\_\_\_, state \_\_\_\_\_,  
zip \_\_\_\_\_, and identified by Federal ID # \_\_\_\_\_, and Indiana sales and/or  
withholding tax TID # \_\_\_\_\_ and that he/she makes this affidavit for and on behalf of this  
corporation. He/She states that the books and records of this corporation are kept at \_\_\_\_\_,  
(address)  
in care of \_\_\_\_\_, and that this corporation is engaged in the business of  
(name)  
\_\_\_\_\_. To the best of my belief and knowledge, all of  
(primary purpose)  
the said corporation's Indiana taxable income received on and after May 1, 1933, has been included in Indiana income tax  
returns filed with the Indiana Department of Revenue and that all tax has been paid. The latest Indiana sales and/or withholding tax  
return were filed for the month/year \_\_\_\_\_ / \_\_\_\_\_, under the name of \_\_\_\_\_.  
(name)  
That this affidavit is made for the sole purpose of inducing the Indiana Department of Revenue, to issue a notice as provided by the  
applicable taxing acts to the effect that such corporation has paid all taxes due from it under the taxing acts which will permit the  
Indiana Secretary of State to reinstate the corporation to active status.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

State of Indiana )  
 ) SS  
County of \_\_\_\_\_ )

Subscribed before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Commission Expiration Date Signature

\_\_\_\_\_  
County of Residence Printed Name

Mail to: Indiana Department of Revenue, Tax Administration, Room N203, 100 N. Senate Avenue, Indianapolis, IN 46204.



**ROC-1**  
State Form 52039  
(R2/ 10-07)

## Correct / Change of Responsible Officer Information

***This form is available in a PDF 'fillable' format; however, it cannot be submitted electronically, it must be printed, signed and mailed to the address below.***

This form can be used to report any changes in the responsible officers for your business. **Note:** You cannot use this form if the Internal Revenue Service has required you to obtain a new Federal Identification Number. A change in Federal Identification Number requires a new registration with the Indiana Department Of Revenue.

### Business Information

Federal Identification Number (FEIN)

Indiana Taxpayer Identification Number (TID)

Legal Name of the Entity

Doing Business As Name (DBA)

Street Address

City

State

Zip Code

### Old Responsible Officer Information

Social Security No.	Last Name, First Name, Middle Initial, Suffix	Title	Address	City	State	Zip Code	Effective Date start: / end:	

### New Responsible Officer Information

Social Security No.	Last Name, First Name, Middle Initial, Suffix	Title	Address	City	State	Zip Code	Begin Date

**I affirm that the changes provided are correct:**

Signature of the Person Submitting Changes:

Phone:

Printed Name of the Person Submitting Changes:

Title:

Date:

**Note: This agency is requesting the disclosure of your Social Security Number in accordance with IC 4-1-8-1. Disclosure is mandatory, this record cannot be processed without it.**

Questions regarding the completion of this form may be directed to the Indiana Department of Revenue at 317-233-4015.

**Mail the completed form to: Indiana Department of Revenue, Tax Administration  
P.O. Box 6197, Indianapolis, IN 46206-6197**



# INSTRUCTIONS

## Correct/Change of Responsible Officer Information

**NOTICE:** All information, including the supporting documentation, must be provided before the form will be considered to be a valid request.

If more space is needed to record your changes, you may attach a separate sheet.

## Business Information Section

Please provide the following required information:

1. Federal (FEIN) and Indiana (TID) Identification Numbers
2. Legal names of the entity submitting the change request
3. DBA (Doing Business As) Name of the entity (if different from the legal name)
4. Business mailing address

## Old Responsible Officer Information

Complete all applicable columns. This information is necessary to ensure we identify and remove the correct individual.

**Note:** Supporting documentation establishing a separation date must be provided. Documentation may include: Corporate Minutes, Registration Letter, Financial Documents showing removal as a signatory of bank account, Affidavit from another officer; etc...

## New Responsible Officer Information

Complete all applicable columns. This information is necessary to ensure we correctly identify and add the new officer.

**Note:** Supporting documentation must be provided. Documentation may include: Corporate Minutes, Financial Documentation showing the addition of individual as Signatory of Bank Account, Affidavit from another officer; etc...

**This change/correction must be submitted and signed by an existing owner, partner or corporate officer before it will be accepted by the Department.**

**Note:** The individual submitting this change form request cannot be the person to be deleted as a responsible officer.



# APPLICATION FOR REINSTATEMENT

State Form 4160 (R12 / 2-11)  
Approved by State Board of Accounts, 2007

Indiana Code 23-1-46-3 (for profit corporation)  
Indiana Code 23-17-23-3 (for not-for-profit corporation)

**CHARLES P. WHITE**  
**SECRETARY OF STATE**  
**BUSINESS SERVICES DIVISION**  
302 W. Washington St., Room E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

**NOTE: THIS APPLICATION CANNOT BE ACCEPTED WITHOUT A CERTIFICATE OF CLEARANCE FOR REINSTATEMENT FROM THE INDIANA DEPARTMENT OF REVENUE.**

*Make check or money order payable to Secretary of State.*

**INSTRUCTIONS:** Application must include the following:

1. **Certificate of Clearance:** Issued by the Indiana Department of Revenue
2. **Corporate Reports and Fees:** Please call our information line at 317-232-6576 to learn what reports are due or log onto the web site at [www.sos.in.gov](http://www.sos.in.gov).
  - a. Up to and including 1995, Annual Reports filed every year.  
Annual Report fee \$15.00
  - b. Beginning with 1996, Biennial Reports filed every two (2) years.  
Biennial Report fee \$30.00  
Corporations incorporated in an even year, file every even year.  
Corporations incorporated in an odd year, file every odd year.
  - c. Nonprofit corporations file Annual Reports every year.  
Nonprofit corporation Report fee \$10.00
3. **Reinstatement filing fee:** \$30.00 plus business entity report fee.
4. Present original and one copy to address in upper right corner of this form.

## SECTION I - CORPORATE INFORMATION

Name of corporation	Date of incorporation (month, day, year)
Effective date of administrative dissolution (month, day, year)	

## SECTION II - AFFIDAVIT OF CORPORATE OFFICER OF DIRECTOR

The undersigned, being at least one of the principal officers or a director of the above-named corporation deposes and says:

- A. that the grounds for dissolution did not exist or have been eliminated, and;
- B. that the Corporation's name satisfies the requirements of Indiana Code 23-1-23-1, or Indiana Code 23-17-5-1.

IN WITNESS WHEREOF, the undersigned being the \_\_\_\_\_ of  
Title  
said corporation executes this application and verifies, subject to penalties of perjury, that the statements  
contained herein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature	Printed name
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# INDIANA BUSINESS ENTITY REPORT

State Form 48725 (R4 / 2-11)

Approved by State Board of Accounts, 2009

**CHARLES P. WHITE**  
**SECRETARY OF STATE**  
**BUSINESS SERVICES DIVISION**  
302 W. Washington Street, Room E018  
Indianapolis, Indiana 46204  
Telephone: (317) 232-6576

- INSTRUCTIONS:**
1. All corporations must complete Sections A-H (Section G & H are located on the reverse side of this form).
  2. All LLCs must complete Sections A-E and Section H.
  3. File report online with a credit card. Refer to [www.sos.in.gov](http://www.sos.in.gov).
  4. Mail this completed report, along with a check or money order payable to Secretary of State, to Business Services at the above address.

SECTION A	
Current entity name and principal office address (number and street, city, state, and ZIP code)	Please make any changes to address here. *

\* Entity name can not be changed on this report.

SECTION B	
Current filing year	Past filing years reported on this form

SECTION C	
Date of Incorporation / qualification / formation (month, day, year)	State of domicile

SECTION D (Please check the appropriate type for your corporate entity.)	
<input type="checkbox"/> Business Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Ag Coop <input type="checkbox"/> Limited Liability Company	

SECTION E	
Current registered agent and registered address **	Please make changes to agent and address here.

\*\* P.O. box is not an acceptable address unless accompanied by a rural route number.

SECTION F	
Current President or highest officer and address (number and street, city, state, and ZIP code)	Please make changes to officer and address here.

Current Secretary or other officer and address (number and street, city, state, and ZIP code)	Please make changes to officer and address here.

**SECTION G**  
*(Please list the name(s) and address(es) of current director(s). If necessary, attach an additional sheet)*

Name of Director	Street Address (number and street)	City	State	ZIP Code

**SECTION H**  
*(This must be signed by a corporate officer, chairman of the board, registered agent, certified public accountant or an attorney employed by the entity or by a member of manager of the LLC.)*

This document is signed under the penalties of perjury. *(Check the fee schedule on the reverse side of this form)*

Signature

Date of signature (month, day, year)

**FEE SCHEDULE**

**DOMESTIC CORPORATIONS**

All Indiana / domestic corporations must file a biennial report with the Secretary of State. The fee is \$30.00 for a two-year registration. The report is due in the anniversary month of incorporation. Corporations incorporated in an even year must file every even year beginning in 1996. Corporations incorporated in an odd year must file every odd year beginning in 1997. For all domestic corporations any reports due prior to 1996 were filed on an annual basis with a fee of \$15.00 per year.

**FOREIGN CORPORATIONS**

All foreign (*non-Indiana*) corporations must file a biennial report with the Secretary of State. The fee is \$30.00 for a two-year registration. The report is due in the anniversary month of qualification in Indiana. Corporations qualified in an odd year must file every odd year beginning in 1997. Corporations qualified in an even year must file every even year beginning in 1998. For all foreign corporations any reports due prior to 1997 were filed on an annual basis with a fee of \$15.00.

**LIMITED LIABILITY COMPANIES (domestic and foreign)**

All limited liability companies (LLC) must file a biennial report with the Secretary of State. The fee is \$30.00 for a two-year registration. The report is due in the anniversary month of organization or qualification in Indiana. LLCs organized in an odd year must file every odd year beginning in 1997. LLCs qualified in an even year must file every even year beginning in 1998. For all LLCs any reports due prior to 1997 were filed on an annual basis with a fee of \$15.00.

**NONPROFIT CORPORATIONS**

All nonprofit corporations (domestic and foreign) must file annual reports in the anniversary month of incorporation. The filing fee is \$10.00 per year.

**LIMITED LIABILITY PARTNERSHIPS AND LIMITED PARTNERSHIPS**

These entities do not file corporate reports.