

Entered for the Record

Feb 5, 1990 - Hendricks County Recorder

Restrictions of "Austin Lakes, Section 1"

Austin Lakes Joint Venture, as Owner and Developer and Dura Builders, Inc. of Austin Lakes, Section 1, a subdivision located in Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County Indiana does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision unto themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots or other areas as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions

- A. "*Committee*" shall mean the Architectural and Environmental Control Committee composed of Mark E. Sanders and G.E. Aguirre, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.
- B. "*Owner*" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. "*Association*" shall mean the Austin Lakes Property Owners Association as created by the Developer.
- D. "*Developer*" shall mean Austin Lakes Joint Venture or their assigns.
- E. "*Plat*" or "*Plats*" shall mean the subdivision plat or plats for Austin Lakes, Section 1 as originally recorded on the 5th day of February, 1990, as Instrument number 89, in the Office of the Recorder of Hendricks County, Indiana, as the same may be hereafter amended, revised or supplemented.
- F. "*Development*" shall mean and refer to the residential development which now exists or may hereafter be created within the above described real estate located in Hendricks County, Indiana.
- G. "*Development Period*" shall mean and refer to the period of time during which Developer owns any one (1) lot within the Development.
- H. "*Easements*" shall mean and refer to certain "Drainage Easements," "Utility and Drainage Easements," "Maintenance Easements," and "Landscaping Easements," which are referenced on the Plat.
- I. "*Lot*" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.

J. "Common Area A," "Common Area B," "Common Area C" and "Landscape Easement" which are herein designated as Common Areas. The Common Areas are hereby created and reserved:

1. Solely for the common visual and aesthetic enjoyment of the Owners;
2. For use by the Developer during the Development Period for the installation of retention ponds or entryways, nature areas, landscape areas, parks and recreation areas, paver brick in the dedicated streets, if any;
3. For the use of the Association for the management and control of retention and detention ponds or entryways and nature areas, landscape areas, parks, and recreation areas, paver brick in the dedicated streets, and the installation, maintenance, and repair of improvements thereto.

They shall be governed by the Austin Lakes Property Owners Association.

2. **Land Use.** Lots shall be used for residential purposes only. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.
3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1400 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, deck and patios shall not be less than 800 square feet. With no less than a total of 1500 square feet of finished floor space in such two-story structure. The aggregate of a two-story dwelling shall be a minimum of 800 square feet on a tri-level dwelling.
4. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the Ordinances of Hendricks County, Indiana, as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.
5. No trailer, tent, shack, basement, garage, barn, above-ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, commercial vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.
6. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.
7. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.
8. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the development until the location plan, building plans, and specifications have first been submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already

existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

9. Covenants for maintenance assessments through Austin Lakes Property Owners Association.
 - A. **Creation of the Lien and Personal Obligation of Assessments.** The Developer, being the owner of Austin Lakes, Section 1 subdivision hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
 - B. **Purposes of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.
 - C. **Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of Austin Lakes, Section 1 subdivision shall be in the amount of \$25.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Austin Lakes Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Austin Lakes Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.
 - D. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section C. hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmation vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

- E. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- F. **Quorum for Any Action Authorized under Sections D and E.** The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. **Day of Commencement of Annual Assessments. Due Dates.** The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment of each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.
- H. **Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.
- I. **Effect of Non-Payment of Assessment.** The Personal Obligation of the Owner; The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obliged to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgement, such judgement shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

- J. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.
- K. **Exempt Property.** The following property, subject to this Declaration, shall be exempted from the assessments, charge, and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.
- L. **Voting, Board and Developer.** Each owner of a lot in the Development of Austin Lakes, Section 1 shall be a member of said Association and shall have one (1) vote for all matters coming before the Association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the initial Board of Directors which shall consist of two (2) members, Mark E. Sanders and G.E. Aguirre, which Initial Board shall serve until the sale of three-fourths of the lots in the Development or until January 1, 1995, whichever occurs first.
10. No parcel of land shall be re-divided into a smaller parcel.
11. All lots shall belong to the Austin Lakes Property Owners Association and shall be governed by the By-Laws of such association
12. **Construction and Repair Time.** Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any structure that is externally damaged by fire, tornado, or other natural disaster shall be repaired or removed within six (6) months of such occurrence.
13. **Utility Building and/or Barn.** There shall be no storage or utility buildings, barns, or other outbuildings on any lot within the subdivision.
** This covenant has been amended to allow the construction of mini-barns and storage buildings provided such structures are: finished to match the overall appearance of the house including paint, stain and/or siding and roofing material, properly maintained; constructed behind the furthest back corner of the house; and do not exceed twelve (12) feet in height and/or 280 total square feet.*
14. **Signs.** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by the owner to advertise the property for sale or rent or to prohibit hunting or trapping.

15. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall be located within a garage or house such that they are completely concealed from public view.
16. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision, except that Austin Lakes Property Owners Association has exclusive authority to allow trapping in the ponds.
17. **Fences.** All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.
18. **Sight Distance at Intersections.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a streets' property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
19. **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with the regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.
20. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any home site except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any home site unless kept within a garage. No vehicle of any kind shall park on the road in this subdivision for more than twenty-four (24) hours.
21. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of house thereon, weather permitting.
22. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from the street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.
23. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.
24. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from the basement facilities, as well as other pumps for foundation drains, may be required.

25. **Driveways.** Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material. Any paver brick and its design, material and color shall be approved by Architectural and Environmental Control Committee.
26. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by Committee.
27. **Crawl Space and Foundation Drains.** No crawl spaces, eaves, troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.
28. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.
** Due to changes in the Freedom of Information Act, this covenant has been amended to allow for the construction of exterior antennas and satellite dishes, provided they are in operational condition and properly maintained(no excessive visible rust, etc.)*
29. **Sidewalks.** Concrete sidewalks with a minimum width of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks fronting their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot owners shall keep sidewalks on their respective lots free of snow and cleared of debris.
30. **Gazebos.** Freestanding gazebos are permitted if design and location are approved by the Architectural Committee.
31. **Mail Boxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.
32. **Tennis Courts, Raquetball Courts, Paddle Ball Courts, etc.** Construction of tennis courts, raquetball courts, paddle ball courts, squash courts, etc. are required to be approved by the Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a raquet sport court shall be accompanied by an application for an acceptable fence design.
33. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water or surface runoff onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.
34. **Play Equipment.** Children's play equipment including, but not limited to, sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the

Committee provided however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.

35. **Clothes Lines.** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.
36. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as may be permitted in Paragraph 38 below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.
37. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.
38. **Gardens.** No garden shall be visible from any street and no garden shall be larger than the dimensions five (5) feet by ten (10) feet.
39. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.
40. **Rules Governing Building on Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned).
41. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any of the improvements situated thereon in accordance with the provisions of the Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions.
42. **Blanket Easement.** Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and subsurface drains of the Development, with this blanket temporary easement being supplementary to the easements depicted on the plat of Austin Lakes, Section 1.
43. **Easement Area of Lakes.** Any easement areas for lakes, as shown on the plat shall only be utilized for maintenance of the lakes and lake area through the Association and shall not be utilized by owners, other than the owner of that respective lot.

44. **Improvements in Lake or Lake Area.** There shall be no fences, piers, decks or other structures without approval of the Committee and Association.
45. **Street Lights at Intersections.** Developer may install street lights at any intersection and may transfer said lights and obligations to the Association.
46. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee.
47. **Enforcement.** Any owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any owner of a Lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably be necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the Owner. Neither the Committee nor any of its agents, employees or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen (18) percent per annum until paid in full. If, in the opinion of the Committee, such charge has remained due and payable for an unreasonably long period of time, the Committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge due at the time legal action is instituted, shall be obligated to pay any expenses or costs, including attorney's fees, incurred by the Committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

48. **Term.** These covenants will run with the land and shall be binding on all parties, and persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten(10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.
49. **Severability.** Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.
50. **Rental/Leasing.** All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used

primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a "For Sale" sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage. *Covenant passed 07.19.03.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 19th day of January, 1990.

AUSTIN LAKES JOINT VENTURE

BY:



Mark E. Sanders, President of Sanders
Building & Contracting Co., Inc., General Partner

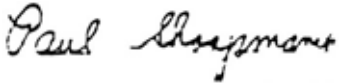
BY:



G.E. Aguirre, President of Bien, Inc., General Partner

DURA BUILDERS, INC.

BY:



Paul Shoopman, President

STATE OF INDIANA, COUNTY OF HENDRICKS



Before me, a Notary Public in and for said County and State, personally appeared the above and acknowledged execution of this instrument as their voluntary act and deed, for the uses and purposes therein expressed.

Witness my signature and Notarial Seal this 19th day of January, 1990.



Shirley J. White
Notary Public

County of Residence: Hendricks
My Commission Expires: May 21, 1993

This instrument prepared by Lee T. Comer, attorney at law, Danville, Indiana