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2008003213

HUNTINGTON, IN RECORDER
06/17/2008 10:30:26AM6

AMENDED

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS &
EASEMENTS AS PART OF THE PLAT OF CARLISLE CROSSING
SECTIONS I, II AND III WHICH IS
AN ADDITION TO THE CITY OF HUNTINGTON
HUNTINGTON COUNTY, INDIANA**

WHEREAS, D L & J. Inc. has heretofore been the Developer and formerly been the Owner of the real estate shown and described in these plats and has heretofore layedoff, plated and subdivided said real estate in accordance with the information shown on the plats, heretofore recorded with the Recorder of Huntington County, Indiana, and

WHEREAS, the Carlisle Crossing Community Association, (hereinafter known as the Association,) hereby declares that it is the Association representing the owners of the real estate shown and described in these plats, as heretofore recorded with the Recorder of Huntington County, Indiana, and

WHEREAS, the plat and its three subdivisions are now known as Carlisle Crossing is an addition to the City of Huntington, Indiana. and

WHEREAS, there are three Subdivisions in the addition namely Subdivision I for lots numbered 1 through 50, Subdivision II for lots numbered 51 through 100 and Subdivision III for lots numbered from 101 through 148 and

WHEREAS, there are certain minor differences between the current Protective Restrictions and Covenants for each of the three Sections which has caused and will in the future cause some inconvenience to the Association.

NOW THEREFORE the Board of the Association hereby modifies and combines the Protective Restrictions and Covenants for each of the three Sections to read as follows:

1. DEFINITIONS: The terms hereinafter set forth shall have the following meanings:

- a. "Developer" shall mean D L & J, Inc., an Indiana corporation, licensed to do business in Indiana, its successor or successor in interest in any person, firm or corporation designated by its or its said successor or successors.

Wells
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- b. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth.
- c. "Living Unit" shall mean any portion of a building designated and intended for use and occupancy as a residence by a single family.
- d. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any lot or living unit situated in the Addition.
- e. "Lessee" or renter shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, of any "Living Unit" situated in the Addition.
- f. "Association" shall mean and refer to the duly established Carlisle Crossing Community Association, Inc.
- g. "Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the Association. A member's assessment must be paid for the member to be permitted to vote.
- h. "Membership" shall mean any membership in the Community Association entitled to one vote and one assessment as hereinafter set forth. A member may hold one or more memberships.
- i. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition.
- j. "Street" shall mean any street, avenue, roadway, Cul de Sac or boulevard of whatever name which is shown on the recorded plat of said Addition, and which has been heretofore and is hereby, dedicated to the public for the purpose of a public street or boulevard purposes.
- k. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments.

1. All dimensions are shown in feet and decimals of feet. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

2. **USE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain, on any lot other than one dwelling for use by a single family. Each dwelling shall include not less than a two-car garage, which shall be constructed as a part of said structure and attached thereto.

3. **ARCHITECTURAL CONTROL:** Architectural Control Committee shall be the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments. It shall follow the following rules and regulations.

APPROVAL OF IMPROVEMENTS BY THE ARCHITECTURAL CONTROL COMMITTEE: In order to maintain harmonious structural design and lot grades, no dwelling, building or improvements shall be erected, permitted or altered on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on said lot and grade elevations have been approved by the Architectural Control Committee and the City of Huntington Building & Zoning Commission. The Architectural Control Committee shall be comprised of three (3) members. Two sets of plans of each improvement, with detailed front, side and rear elevations and floor plans showing square footage and grade elevations shall be submitted to the Architectural Control Committee along with a dated and signed letter requesting the change stating material specifications and a building permit approved by the City of Huntington. All documents will be retained by the Committee. The Committee's approval or disapproval of said plans shall be in writing; in the event the Committee, or its designated representative, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been submitted, then approval of the request as submitted shall be deemed to have been given. Permit must also be obtained from the City of Huntington. The improvements as shown upon said plans shall be substantially completed before said building shall be used or occupied as a dwelling. All improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at Owner's expense. The provisions hereinbefore provided for violation or attempted violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the City of Huntington Zoning Ordinance.

A. Driveways: All driveways from the street to the garage shall be of concrete and not less than sixteen (16) feet in width.

B. Dwelling Size: No dwellings on lots 1 through 50 shall be erected or permitted on lots that have a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,300 square feet in the case of a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story nor less than 1,000 square feet for a Cape Cod style dwelling.

C. Dwelling Size: No dwellings on lots 51 through 69 and 85 through 100 shall be erected or permitted on lots that have a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,300 square feet in the case of a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story nor less than 1,100 square feet for a Cape Cod style dwelling.

D. Dwelling Size: No dwellings on lots 70 through 84 shall be erected or permitted on lots that have a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,700 square feet in the case of a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story nor less than 1,500 square feet for a Cape Cod style dwelling.

E. Dwelling Size: No dwellings on lots 101 through 148 shall be erected or permitted on lots that have a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,300 square feet in the case of a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story nor less than 1,100 square feet for a Cape Cod style dwelling.

F. Building Lines: No dwelling or structure (including a fence or wall) shall be erected, placed or located on any lot nearer to the front lot line (or nearer to the side lot line on corner lots) than the minimum building set-back line as shown on the attached plat. No dwelling or structure shall be located nearer to the side lot line than the greater of 7 feet or ten percent (10%) of the lot width with a minimum aggregate side yard of twenty percent (20%) of the lot width. No dwelling or structure shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. On a corner lot, no building or structure shall be located nearer than the greater of 7 feet or ten percent (10%) of lot width to the interior lot line. No tree, shrub, planting, fence or other obstruction shall be permitted which obstructs a clear view at intersections.

G. **Further Subdivision:** No lot shall be further subdivided without prior approval of the Architectural Control Committee and Control City of Huntington Planning Commission.

H. **Yard light:** Each dwelling shall have an automatically controlled yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one foot) from the right-of-way. Such yard light or illuminating device is required to illuminate nightly and will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device.

I. **Signs:** No sign shall be erected or permitted, except one professional sign of not more than one foot square, or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. **Fences:** Consideration for fence requests by the Architectural Control Committee will be evaluated upon receipt of all required documents outlined in Section 3, page 3, "Approval of Improvements By the Architectural Control Committee" including approved Permit by the City of Huntington. The committee reserves the right to require ample gates, and define fence set-in and set-back requirements specific for each request to insure ease of access for lawn maintenance and harmonious design.

No fence will be permitted closer to the front lot lines than the rear of home structure. No fence requests will be considered on the lake lots. Maximum height consideration is 6 feet. Fence posts must be installed below freeze line and secured to ensure fence remains straight and upright. Fences made of wood material must be treated for decay and moisture, or be of such wood that is naturally decay and moisture resistant. No chain link fences will be considered.

K. **Piers:** No private piers or other similar construction shall be allowed within or around the lakes and common areas.

L. **Nuisances:** No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the State of Indiana or any subdivision thereof. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as household pets,

providing the same are not kept, bred or maintained for any commercial purpose. All fuel or oil storage tanks shall be installed underground or located within the main structure of the dwelling, its basement or attached garage.

M. Antennas: No radio or television antenna or nor solar panels or similar structures shall be allowed on any lot or attached to any residential structure located on any lot unless specifically approved by the Architectural Control Committee and the City of Huntington Planning Commission.

N. Above Ground Pools: No swimming pool, hot tub or fixture with a capacity of more than 250 gallons of water shall be permitted above ground level on any lot unless approved by the Association Control Committee. Any swimming pool, hot tub, or fixture containing water that is below ground level must be completely enclosed by a privacy fence that is not less than five (5) feet in height.

O. Automobiles: No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any lot but, instead, shall be equipped at all times for on-road driving.

P. No Temporary Dwelling: No structure of a temporary character, trailer, boat, boat trailer, camper, or camping trailer, mobile home, travel trailer, motor home, basement, tent, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or used as a residence either temporarily or permanently.

4. COMMON AREAS: Certain playgrounds, flood control areas, and lakes designated on the plats shall be installed for the benefit of all the Owners and Lessees in the Addition. The same has been deeded or transferred to the Association and each Owner and Lessee shall have a right and easement of enjoyment in and to said Common Areas. The rights and easements of enjoyment in the Common Areas shall be subject to the following:

- a. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of any Member for any period during which any assessment remains unpaid.
- b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association, and subject to acceptance of such assignee.

5. EASEMENTS: Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, cable TV, and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

- a. Any utility company, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by an authorized utility.
- b. No buildings or structures located in the Addition shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Addition, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for individual lot owners). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables.
- c. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each lot by the developers. No individual water supply system, or individual sewage disposal system, shall be installed, maintained or used in the Addition, with the exception of a well or other water system that may be used for maintaining the quality and quantity of the water in the Lakes. No rain or storm water run-off from roofs, street pavements or otherwise, or any other surface water, shall at any time be discharged into, or permitted to flow into, the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.
- d. Surface drainage easements and common areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as

conductors for the flow of surface water run-off to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the City of Huntington or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed. The Association shall be obligated to maintain, repair and/or replace, if necessary, the surface water drainage system and the storm water retention system consisting of the storm water retention basin, together with its outlet and water level control structures, as filed with the City of Huntington, Indiana, Planning Commission in conjunction with this subdivision, approval of which has been granted for the use and benefit of this section of this subdivision, and of future sections of Carlisle Crossing, the cost of which shall be borne by all of the owners and subsequent owners of lots in any and all of the sections of Carlisle Crossing.

The owner of any lot in this section, or any future section of Carlisle Crossing and/or the City of Huntington, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the storm water drainage system and storm water retention system improvements, as above provided, and to assess the owners of all lots in this section and future sections of Carlisle Crossing with the cost thereof.

5. **SIDEWALKS:** Plans and specifications for this subdivision, on file with the City of Huntington Planning Commission, require the installation of concrete sidewalks within the street rights-of-way in front of Lots 1 thru 148, all inclusive. Installation of said sidewalks shall be the obligation of the owner of any such lot, and shall be completed in accordance with said plans and specifications prior to the issuance of a Certificate of Occupancy for any such lot. The cost of said installation shall be a lien against any such lot enforceable by the City of Huntington Planning Commission or its successor agency, subject to temporary approval due to extenuating circumstances. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

6. **COMMUNITY ASSOCIATION:** The Developer has heretofore caused to be incorporated the Carlisle Crossing Community Association, Inc., a not-for-profit association. Only this such association shall be recognized and approved.

- a. **Membership:** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- b. The Association shall have one class of voting membership:

Class A: Class A members shall be all owners. Owners shall be entitled to one (1) vote for each lot owned .
- c. **Membership Transfer:** Memberships will transfer from the Developer to his grantee upon delivery of the deed.
- d. **Continuing Membership:** The purchaser of any lot or living unit in the Addition shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a lot or living unit in the Addition for the purposes herein mentioned.
Membership shall pass with the ownership of the land or living unit.
- e. **Transfer of Membership Rights and Privileges to Lessee:** Each Owner, or in lieu thereof each Lessee of a living unit (with the written consent of such Owner to the Association), shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a Lessee, will pass with the lease except if the owner withdraws his membership assignment to the Lessee at his discretion by a sixty (60) day notice in writing to the Association.

7. **ASSESSMENTS:** Each Owner of any lot or living unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association an annual Assessment to be used for two purposes as hereinafter provided.

- a. **Operating Fund:** The "Operating Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health and safety of residents of the Addition and in particular, for the improvement and maintenance of the lakes, sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the majority Members of the Association in connection therewith.

The Maintenance Fund shall be retained. The final balance is to be equal to the annual assessment of all lots. Disbursements from the Maintenance fund shall be replenished through budgeted funding and/or special assessments as deemed appropriate by the Board. It shall be used only for major repairs to the infrastructure such as repair of the dam, repair of damage to the storm sewer system or other major repairs.

The Assessment as herein provided shall commence to accrue and become a lien upon any said lots or living units as soon as title thereto has been divested from Developer, or when a dwelling or living unit shall be erected thereon, whichever shall first occur, and shall be payable on the first day of January of each year thereafter. All assessment shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such assessments.

The amount of said Assessment shall be established as follows:

- (i) The annual Assessment for the calendar year starting January 1, 2006, shall be Seventy Dollars (\$70.00) per assessable membership.
- (ii) For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership Assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then distribute to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the Assessment is applicable.
- (iii) The amount of the Assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable, upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty (20%) percent of the memberships of the Association. The

President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

(iv) Any change resulting from a petition in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all membership shall be required.

b. **Collection:** Such Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall also be the personal obligation of the person or persons who was the owner of such property at the time when the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) 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 against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

8. DURATION AND ALTERATION: These protective covenants, restrictions and limitations shall be construed as, and shall be covenants running with the land and shall be binding upon all Owners and Lessees of land in said Addition and all persons claiming under them.

They shall continue in existence for a period of fifty (50) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each.

The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of not less than seventy-five (75%) percent of the memberships of the Association. All said amendments, changes, or alterations, however, shall have the prior approval of the City of Huntington Planning Commission or its successors.

9. **WAIVER** : The failure of either the Association or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.

10. **SEVERABILITY**: Invalidation of anyone of these provisions shall in no way affect any of the other provisions which shall remain in full force and effect.

11. **ENFORCEMENT**: The Association, plotter, the City of Huntington, Indiana, Planning Commission, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions.


12. **NEW MATTERS**: The following additional covenants have been added to the original Protective Restrictions and Covenants:

A. An assessment on a lot is due and payable on January 1 following the purchase of the lot.

IN WITNESS WHEREOF, the Board of Directors of the Carlisle Crossing Community Association, has hereunto set its hand and seal by its duly authorized officers, this 20 day of December 2007.


Thomas Mettler, President


Steve Edris, Secretary


Thomas Richhart, Vice President


Gilbert Shideler, Treasurer

STATE OF INDIANA)
COUNTY OF HUNTINGTON)

Before me, a Notary Public in and for said County and State, personally appeared all of the officers of the Carlisle Crossing Community Association, namely, President Thomas Mettler, Vice President, Thomas Richhart, Secretary, Steve Edris, and Treasurer, Gilbert Shideler who acknowledged their signatures on the above and foregoing instrument.

WITNESS my hand and Notarial Seal, this 20 day of December, 2007.


Notary Public

Resident of Huntington County, Indiana

My Commission Expires:
3/29/09



STATE OF INDIANA)
COUNTY OF HUNTINGTON)

Before me, a Notary Public in and for said County and State, personally appeared all of the officers of the Carlisle Crossing Community Association, namely, President Thomas Mettler, Vice President, Thomas Richhart, Secretary, Steve Edris, and Treasurer, Gilbert Shideler who acknowledged their signatures on the above and foregoing instrument.

WITNESS my hand and Notarial Seal, this _____ day of December, 2007.

Notary Public

Resident of _____ County, Indiana

My Commission Expires:

Certification of Members Agreeing to Amended Covenants

The members of Carlisle Crossing Community Association have agreed to the AMENDED DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS AS PART OF THE PLAT OF CARLISLE CROSSING SECTIONS I, II, AND III WHICH IS AN ADDITION TO THE CITY OF HUNTINGTON, HUNTINGTON COUNTY, INDIANA (Covenants)


Members agreeing to the changes must be not less than seventy-five (75%) percent.

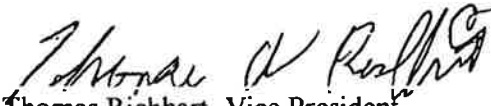
The signatures were secured on a document entitled THE AMENDMENT OF OUR PROTECTIVE COVENANTS. A compilation of members accepting the amended covenants is as follows.

Name of Section	Members	Received	Percent
Section I	50	40 signatures	80 00%
Section II	42	35 signatures	83 33%
Section III	30	25 signatures	83 33%
Totals	122	100 signatures	81 97%

No dissension to the Amended Covenants was received.

IN WITNESS WHEREOF, the Board of Directors of the Carlisle Crossing Community Association, has hereunto set its hand and seal by its duly authorized officers, this 16th day of June 2008.


Thomas Mettler, President


Thomas Richhart, Vice President



Steve Edris, Secretary


Gilbert Shideler, Treasurer

STATE OF INDIANA)
COUNTY OF HUNTINGTON)

Before me, a Notary Public in and for said County and State, personally appeared all of the officers of the Carlisle Crossing Community Association, namely, President, Thomas Mettler, Vice President, Thomas Richhart, Secretary, Steve Edris, and Treasurer, Gilbert Shideler who acknowledged their signatures on the above and foregoing instrument

WITNESS my hand and Notarial Seal, this ~~17th~~ 16th day of June 2008


Notary Public

Resident of Huntington County, Indiana

My Commission Expires
8-18-11

Prepared By William W. Miller

