

**DECLARATION OF COVENANTS & RESTRICTIONS
OF
LYONS PARK SUBDIVISION**

THIS DECLARATION (“Declaration”) made this ____ day of October 2023, by Rosebrock Development, LLC an Indiana limited liability company (hereinafter referred to as the “Developer”).

WITNESSETH, the Developer is the Owner of the land contained in the area shown in Exhibit A, attached hereto and made a part hereof, which lands have been subdivided (all of which are hereinafter referred to as the “Development”); and

WHEREAS, the Developer and all other property Owners desire to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the “Covenants and Restrictions”) under a general plan or scheme of improvement for the benefit and complement of the Lots and lands in the Development.

NOW, THEREFORE, the Developer and all other property Owners hereby declare that all the homes and the platted Lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Covenants and Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said homes and Lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said homes situated therein. All of the Covenants and Restrictions shall run with the land and shall be binding upon the Developer, the Lyons Park HomeOwners Association, Inc., and upon the parties having or acquiring any right, title or interest, legal or equitable, in and the real property or any part or parties thereof subject to such Covenants and Restrictions, and shall insure to the benefit of the Developer and every one or the Developer’s Successors in title to any real estate in the Development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.
 - a. “Committee” shall mean the Lyons Park Development Control Committee, composed of three to five members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer, the Association (as hereinafter defined), or the Association’s Board of Directors after the Developer has turned over the operation of the subdivision to the Association.
 - b. “Lot” shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Johnson County, Indiana.
 - c. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer by the Manager thereof, and with respect to the Committee, by the majority members thereof.

- d. "Owner" shall mean a person or persons who have or are acquiring any right, title or interest, legal, or equitable, and to a Lot, but excluding those persons having such interest merely as security for the performance or an obligation.
- e. "Association" shall mean the Lyons Park Home Owners Association, Inc., an Indiana not-for-profit corporation, the membership powers of which are more fully described in Paragraph 11 of this Declaration and its Articles of Incorporation.
- f. "Common Area" shall mean that property currently or in the future titled in the name of the Association or designated as such on the Plat.

2. **CHARACTER OF THE DEVELOPMENT.**

A. In General. Every numbered Lot in the Development, unless it is otherwise designated by the Developer, is a residential Lot and shall be used exclusively for single family residential homes, approved out buildings, and approved accessory uses and purposes, including but not limited to septic and waste disposal systems associated with a home. No structure shall be erected, placed or permitted to remain upon any of said residential Lots except a single-family dwelling house.

Prior to issuance of an Improvement Location Permit, a delineation of the building area for the Lot shall be submitted for approval by the Development Control Committee.

Each Lot should have a minimum of 2 trees located in the front yard except Lots designated in the Development Plan as Lots 7, 8, 9, 10, which shall not be required to have trees. Trees must have a minimum of 2" caliper base diameter. No nuisance trees such as cotton wood or invasive trees such as mulberry shall be added to any Lot.

In addition to individual site plan restrictions and tree preservation administered by the Development Control Committee, platted building lines, minimum distances between building and minimum front and rear building lines shall be established on each plat.

B. Accessory Buildings. No accessory building may be constructed without the approval of the Development Control Committee. No Pole barns, portable buildings, metal mini barns, containers, or used buildings on any Lot. Approved accessory buildings must be on concrete foundation and be of the same design, construction and finish as the primary dwelling on the Lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed and approved for occupancy by the appropriate government agency. The determination of whether the house shall have been substantially completed shall be made by the Development Control Committee and such decision shall be binding on all parties.

D. Concrete Walk. The Owner of each Lot will place and maintain a 6-foot wide, concrete sidewalk across the front of the Lot as reflected in the Development Plan.

E. Other Restrictions. All tracts or ground in the Development shall be subject to the plat, easements, covenants, restrictions and limitations of record, as recorded in the Office of the Recorder of Johnson County, Indiana,

and also to all governmental zoning authority and regulation affecting the development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on the Lots in the Development shall be 1800 square feet for single story structures and 2400 square feet for two story or tri-level structures (with a minimum of 1500 square feet on the first-floor level), excluding garages, porches, terraces, or basements.

B. Residential Size and Set-Back Requirements. Residential Lot size and set-back requirement shall be in accordance with the recorded plat, with the front portion of the dwelling (including any porch, garage, or terrace) twenty-five (25) feet from the middle of the street, ten (10) feet on each side boundary line, and twenty (20) feet from the rear property lines.

C. Fences and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Developer or the Committee as to location and composition before it is installed. A Lot must have at least two trees growing upon it in the front yard by the time the house is completed, weather conditions permitting, and if this requires planting by the Owner, the Committee must approve the size and location of such trees.

Only fencing with the appearance of wrought iron (which may include iron, aluminum, or composite) will be approved where, at the sole discretion of the Committee or the Developer, the fencing is located in an area where the environmental or visual integrity of the community is not adversely impacted, and any such approval may (in the sole discretion of the Committee or the Developer) be conditioned upon the installation of landscaping on the exterior sides of such fencing.

No fence shall be more than four (4) feet in height, and can only be installed within the rear yard up to the rear foundation of the home. On corner Lots, no fence shall extend past the rear corner of the house (no closer to either street than the rear corner of the house). All fences must be approved by the Development Control Committee prior to installation. No dog kennels will be permitted.

Notwithstanding the immediately foregoing, Fencing eight (8) feet in height may be installed at the rear property line of any Lot, and fencing six (6) feet in height placed around small patio areas or pools in the back yard of a Lot in order to secure privacy for the immediately enclosed area may be permitted with the approval of the Committee. Lot #7 and Lot #8 (as reflected in the Development Plan) shall be permitted to have fencing six (6) feet in height installed to run parallel to the Common Area designated for the Community walking path, no closure than twenty (20) feet from the middle of said path. All fences six (6) feet in height permitted by this paragraph must be made of a composite, maintenance free material, earth tone in color and approved by the Committee.

D. Exterior Construction. The finished exterior of every home constructed or placed on any Lot in the Development shall be primarily finished in finish masonry material such as brick or stone (20% or better). Aluminum siding, vinyl siding or similar material will not be approved except for soffits, fascia, and porch ceilings. The balance

of the dwelling must be finished in cedar wood or simulated wood composite siding such as Hardy Plank. Concrete block construction is not permitted for the main levels of any building. Wood foundations are not permitted. Mobile homes or manufactured home will not be permitted on any Lot.

E. Driveways. All driveways must be paved in concrete from their point of connection with the abutting street or road to a point of connection with the garage apron. The location of driveways and patios and their sizes must be approved by the committee. No driveways will be allowed to exit on County Roads 700 North or 250 East.

F. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Geothermal heat system loops may be installed into the lake with the approval of the Development control committee.

G. Garages. Every house in the Development must have at least a 2.5-car attached garage at least 575 square feet in size.

H. Diligence in Construction. Every building construction on any residential Lot in the Development shall be completed within fifteen (15) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. Silt fence will be required on all property lines during the construction period of the dwelling or any permanent building.

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

J. Maintenance of Lots and Improvements. The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Keep sidewalks clear of snow and grass clippings and streets clear of grass clippings.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other conditions that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Where applicable, prevent debris and foreign material from entering the retention areas, or, when any such debris has entered the retention areas from the Lot, remove the same immediately.

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

(vii) Within ninety (90) days following completion of a house on a Lot, the Owner shall landscape the Lot, weather permitting, including the planting of grass. A sprinkler system is permitted however no sprinkler system may pull from the lake water at any time.

(viii) Each house must have a minimum landscape to included 12 deciduous shrubs and 8 evergreen shrubs in the front and front corners of the dwelling with in 90 days of completion.

(ix) Maintain the trees required by Section 2(A) hereof.

K. Association's Right to Perform Certain Maintenance and Take Legal Action to Secure Injunctions or Defend or Enforce the Declarations of Restrictions or Covenants. In the event that any Owner of a Lot in the development shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the Provisions of these Covenants and Restrictions, the Association shall have the right, by and through its agents, 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 any improvements situated thereon, to conform to the requirements of those restrictions. The cost thereof to the Association of performing such maintenance, and all legal fees and expenses required to defend, enforce, or secure conformance to the restrictions, shall be collected in any manner from the Owner, including legal action in law and or equity. At the option of the Association, the cost of such action plus an administrative fee of 10% may be imposed as a lien on the Lot that is subject of the Association action. The filing of a verified statement in the Office of the Recorder of Johnson County by the President of the Association and attested to by the Secretary shall be sufficient to assert the lien against the Lot. The Owner of the Lot or Lots against whom enforcement action is taken shall be obligated to pay any expense or cost, including attorney fees incurred by the Developer, the Association or other individual Lot Owners in enforcing these Covenants and Restrictions. Neither the Association nor any of its agents, directors, officer, committee members, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder for decisions made or actions taken to defend, enforce, or secure conformance to said restrictions and are indemnified against any costs, damage, or loss resulting therefrom. The Association, in its discretion, in lieu of performing actions on its own, may secure injunctions through the Courts to require homeOwners to remedy violations to the satisfaction of the Association. All rights granted to the Association to enforce these Covenants and Restrictions shall be in addition to the inherent enforcement rights of the Lot Owners, and not exclusive to the Association. Any additional rights granted to the Association may also be enforced by individual Lot Owners.

L. No wind turbines will be permitted on any Lot or Common Area. Solar energy units may be installed if approved by the Development Control Committee. Any solar equipment installed must be architecturally integrated within the residence.

4. GENERAL PROHIBITIONS AND OTHER REQUIREMENTS.

A. In General. No noxious or offensive activities shall be carried out on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development. All homeOwners are encouraged to be good neighbors and provide peaceful enjoyment to others by following the Golden Rule, "do unto others as you would have them do unto you."

B. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development without the prior written approval of the Committee. The following seven (7) guidelines are as follows:

(i) In general, the only signs which will be approved are real estate signs.

(ii) Signs shall not exceed six (6) square feet in area.

(iii) Realtor and Builder signs shall be limited to one (1) per Lot in total. If a realtor or builder is to have an open house, one additional sign may be posted for a maximum of 48 hours.

(iv) Realtor and builder signs must be removed after the sale of a home or Lot within thirty (30) days of sale or upon possession, whichever occurs first.

(v) Temporary signs for garage sales, moving sales, etc., will be limited to display only for forty-eight (48) hours prior to and during the specific hours of the event. Subtly and prompt removal is expected.

(vi) Personal signs for the sale of a house or Lot shall be of a professional quality and are subject to the realtor sign criteria.

(vii) Vehicles, boats, and other transportation craft of any kind (recreational or vocational) with “for sale” signs are prohibited.

C. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pets and in such case, such household pets shall be kept reasonable confined to the Lot so as not to become a nuisance. For the purpose of these Covenants & Restrictions, the term “household pets” excludes snakes, reptiles, chickens, pigs, horses, rabbits and any other type of farm livestock. In addition, the keeping of any wild or dangerous animals shall be prohibited. The determination as to what constitutes a wild or dangerous animal, or farm livestock, is left to the final determination of the Committee. No excrement (feces) from animals will be permitted on the property of others or the Common Areas of the Development. It will be the responsibility of every pet Owner to prevent this from occurring by collecting any such waste and removing it at the time of occurrence; pet Owners shall not take their pets into the Common Areas, right-of-ways, or public walks without having adequate waste removal materials on their person or pet. Dog barking must be kept to a minimum at all times in order to provide peaceful enjoyment to all neighbors.

D. Vehicle Parking. No commercial trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot in the Development, for longer than seventy-two (72) hour period of time, or in the driveway of the homes for longer than a seven (14) day period of time. No unregistered vehicle may be parked on any Lot or driveway. Every homeOwner is encouraged to provide garage space for parking and storage of all of the above.

E. Garbage, Trash, and Other Refuse. No Owner of a Lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as permitted in subparagraph F below.

F. Fuel Storage Tanks and Trash Receptacles. No storage tanks for the storage of fuel can be installed outside any building in the Development aboveground. Propane tanks may be installed underground subject to the approval of the Development Control Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made. (The night before and during the day of pickup.)

G. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot nor shall any overnight camping be permitted on any vacant Lot. Guests may camp in Lot Owner's driveway for up to 14 days.

H. Ditches, Swales, and Easements. It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch, swale, or easement is situated to keep such portion thereof as may be situated upon his Lot continuously and completely unobstructed and in good repair. (Nothing, other than grass, will be allowed in these areas.)

I. Utility Services. Utility services shall be installed underground in or adjacent to public right-of-way to minimize removal of trees.

J. Wells. If applicable, the location of water wells to be drilled must be approved by the Developer or the Committee prior to drilling.

K. Landscaping. Landscaping improvements to be considered must be approved by the Committee, including but not limited to, terraces, retaining walls, vegetation coverings, walks, patios, trees, hedges, and shrubs:

(i) Trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. In addition, shrubs, hedges and trees will not be permitted to unduly restrict the view of amenities or from other properties as determined by the Developer or Committee.

(ii) The Committee shall require the establishment of a satisfactory lawn by seeding or sodding the Lot within 90 days following the completion of the house, weather conditions permitting.

M. Exterior Antennas. Prior, written approval by the committee is required prior to installation of all radio, satellite dish, and cable or television antennas. The committee will make every effort to see that these, as much as possible are hidden from view from the street or are aesthetically screened. Under no circumstances shall a satellite dish, which is larger than one 24 inches in diameter, be installed or permitted on any Lot. Whenever possible, all permitted satellite dishes shall be aesthetically concealed by landscaping or otherwise from view on all sides by other Owners in the neighborhood, and placement on roof will be discouraged. However, efficiency of installation will be taken into consideration to assure the homeOwner of satisfactory results.

N. Swimming Pools. Above ground permanent type backyard swimming pools will not be approved. In Ground type backyard swimming pools will be approved by Committee only after careful consideration of the potential effect of such a pool on neighboring properties. No swimming pools will be approved which would be forward of the rear foundation line of the house.

(i) An application for the construction of a permanent type backyard swimming pool will not be considered unless application is accompanied by an application for Committee approval of an acceptable six (6) foot fence described in Section 3(C) hereof, or an automatic safety pool cover. Use of plantings in the vicinity of the proposed pool and around the control equipment to soften the effect of sound or sight on adjacent properties and blocking the view of the lake of an adjacent property Owner will all be taken into consideration prior to approval.

(ii) Swimming pools are not to be placed closer than fifteen (15) feet of neighboring property lines.

O. Gaming Courts. Installation of game courts may be approved by the Committee only after through consideration of the potential effect on such a structure on neighboring properties.

(i) Game courts shall not be located closer to the Lot lines than (15) feet. Basketball goals, however, may be located along a driveway (not closer than (15) feet of the Lot lines), but not on the street.

(ii) Effective landscape screening as determined by the committee shall be provided between the court and all Lot lines from which the court is visible.

(iii) The height and color of fences around racquetball and tennis courts and color of the court surface must be approved by the Committee.

(iv) Trampolines are considered to be a game court.

P. Retaining Walls and Swales. Any retaining wall or seawall must be approved by the Committee before installation is initiated, retaining walls and swales which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern shall not be permitted.

Q. Play Equipment. Children's play equipment such as sand-boxes, temporary swimming pools having a depth less than twenty-four (24) inches, swings and slide sets, playhouses and tents shall not require approval provided such equipment is not more than six (6) feet high, in good repair (including painting), shall be no closer than fifteen (15) feet on each side from the property lines. Every effort should be made to screen or shield such equipment from view.

(i) Equipment higher than six (t) feet shall be subject to Committee approval of the design, color location, material and use.

(ii) No play equipment or out-cropping of such equipment is to be located closer than fifteen (15) feet from any adjoin Lot line.

R. Mailboxes. All mailboxes and associated newspaper boxes and mounting posts installed on a Lot shall be of a style selected by the Declarant or the Committee, with the cost of said style and associated features, including the maintenance thereof, to be borne by each Lot Owner. All mailboxes shall be maintained in good condition, free of substantial rust and dents, with a door that works easily, and with easily identifiable markings (letters, numbers, or other required or approved markings). All newspaper boxes shall likewise be maintained in good condition by the Lot Owner, and shall be tightly secured to the mounting post. All mounting posts shall likewise be maintained in good condition by the Lot Owner, secured in the ground in such a way as to enable the box(es) to open toward the adjacent street. "Good condition", as used in this paragraph and hereafter in this Declaration, shall be determined in the sole discretion of the Committee. Boxes not in good condition shall be subject to fines and/or removal. The replacement of any box(es) shall be at the Lot Owner's expense and subject to the provisions of this paragraph.

S. Lamp Posts and Lanterns. Each person who undertakes to construct a residence on a Lot shall install a lamp post and lantern on such Lot. The style of lamp post and lantern shall be selected by the Committee, with the cost of said lamp post and lantern to be borne by the Lot Owner. The lamp post and lantern should be installed as part of the landscaping, and shall be depicted in the landscaping plan submitted for review and approval to the Committee. The lamp post and lantern shall be functioning and shall be maintained in good condition by the Lot Owner. All lanterns shall be lit nightly between, at minimum, the hours of 9:00 p.m. and 5:00 a.m. local time.

S. Miscellaneous.

(i) Exterior lighting shall not be directed in such a manner as to create annoyance to adjacent properties and shall be approved by the Committee.

(ii) Trash and garbage containers shall not be permitted to remain conspicuous except the night before or on days of trash collection.

(iii) Permanent clotheslines shall not be permitted.

(iv) No dwelling, garage, or other accessory building or portion of a Lot in the Development shall be rented or leased for transient or hotel purposes.

(v) Any Lot Owner choosing to lease the Lot shall lease the entire Lot (including any dwelling unit and accessory buildings) and shall have in place at all times a written lease which shall provide that the lease is subject to the provisions of the Declaration, and that any failure of lessee to comply with the terms of the Declaration shall constitute an event of default subjecting the lessee to immediate eviction.

(vi) Each Lot in the Development shall be conveyed to the Lot Owner with a restriction of record which shall require the Lot Owner to contract with Copenhagen Custom Homes LLC (or its assignee or appointee) or Jeff West (or other assignee or appointee approved by Rosebrock Development LLC) to build the initial primary residence on such Lot.

T. No retail businesses may be operated from any residence.

5. **LYONS PARK DEVELOPMENT CONTROL COMMITTEE.**

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any Lot in the Development without the prior approval of the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include pLot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of exterior materials proposed to be used any proposed landscaping, together with any other material information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to scale of 1/4" = 1' and all pLot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable the permits or reports required under paragraph 3 of these Covenants and Restrictions.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when;

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Covenants and Restrictions;

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot and house or with adjacent homes; and

(c) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of Owners.

(d) The decision of the Developer is final during the constructions period and until such function is turned over to a Development Control Committee, after which time all decisions may be reviewed by the Board of Directors of the Association if requested.

B. Duties of Committee. The committee shall approve or disapprove proposed improvements within 15 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of the Committee, Developers or Associations. Neither the Committee, the Developer, the Association or their agents shall be responsible in any way for any defects in any work done according thereto, for approval or denial of any request for approval and are indemnified from any responsibility or loss resulting therefrom. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials being used.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Covenants and Restrictions and applicable regulations.

E. Continuation of Committee. When Developer notifies the Association of discontinuance of this Development Control Committee, the Directors of the Association, or the designees, shall appoint a new Committee with like powers.

6. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets, port-a-poddy, or any other device of this manner shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Developer) and no sanitary waster or other wastes shall be permitted to enter any retention area or other body of water in the Development. No discharge from any floor drain shall be permitted to enter the lake. By purchase of a Lot each Owner agrees that any violation of the paragraph constitutes a nuisance which may be abated by the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the Lot and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer, nor any officer, agent, employee, member of the Development Control Committee or contractor thereof shall be liable for any damage which may result from enforcement of these Covenants and Restrictions.

B. Construction of Sewage Lines. All sanitary sewage lines and septic systems on residential building Lots shall be designed and constructed in accordance with the provisions and requirements of the Johnson County Health Department, and the Developer.

7. **RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.**

Whenever two or more contiguous Lots in the development shall be utilized by the same person it will be deemed to be utilized as a site for a single dwelling house, and the Lots constituting the site for such single dwelling house shall be treated as a single Lot for the purpose of applying these Covenants and Restrictions to said Lots, except with regard to the obligation to pay dues on a per Lot basis.

8. **REMEDIES.**

A. In General. Any party to whose benefit these Covenants and Restrictions inure, including the Association, the Developer or Lot Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Covenants and Restrictions, but neither the Developer nor members of the Committee shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Covenants and Restrictions. The violating Lot Owner, in all cases, shall be responsible for his or her legal expenses.

B. Delay or Failure to Enforce. No delay or failure on the part of the Developer, the Association, or any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Covenants and Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Covenants and Restrictions.

9. **DEVELOPER.** Developer is granted full and complete authority to change, modify, update, transfer, trade, and redevelop the Common Areas of Lyons Park in a manner in which in the sole opinion of Developer shall accomplish the Developer's intended purposes for the benefit of all current and future Lot Owners in the Development.

11. **LYONS PARK HOMEOWNERS ASSOCIATION, INC.**

A. In General. There has been created, under the laws of the State of Indiana, a not-for-profit corporation known as the "LYONS PARK HOMEOWNERS ASSOCIATION, INC" which is referred to as the "Association." Every Owner or contract purchaser of a residential Lot in the Development shall be a member of the association and shall be subject to all the requirements and limitations imposed in the Covenants and Restrictions on other Owners of residential Lots with the Development and on members of the Association including those provisions with respect to the payment of an annual charge.

B. Purposes of the Association.

(i) The general purpose of the Association is preserve and enhance the value of all homes located in the Development and to provide any other services that the Board of Directors of the Association may deem appropriate for the general benefit of the Development.

(ii) Another purpose of the Association is to provide a means whereby those areas within the Development designated as commons and recreational areas on the plats thereof and such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired or replaced.

(iii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such commons and recreational facilities within the Development as may be conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment

against the Lots within the Development. Such charge shall be at least \$1,000.00 per year for each residential Lot in the Development. However, if the Developer or Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$1,000.00. In addition to the annual charge, the Association shall have the power to levy upon any person acquiring a Lot in the Development an initial, uniform charge of at least \$500.00, in addition to the annual charge or any prorated portion thereof. Lots upon which no home is built shall pay the same assessment as a Lot upon which a home is constructed, except undeveloped Lots owned by Developer which shall be assessed 50% of the minimum or current per Lot charge, whichever is greater. This exception to the Developer shall expire on December 31, 2025. A minimum of twenty-five (25%) of the annual assessment shall be placed in a separate escrow financial account for the purpose of paying for only major or unusual maintenance or replacement expenditures (not for optional expenditures) to the, Streets and Sewer lines. This percentage may be increased but not decreased.

(ii) Every such charge shall be paid in advance by the members of the Association before the first day of February of the year for which the charge is made. The Developer or the Board of Directors of the Association shall fix the amount of the annual charge by the first day of December of each year, and written notice of the charge so fixed shall be sent to each member, Assessments shall be payable on the contract closing of a Lot or the delivery of the deed for a Lot, whichever occurs first. Payments shall be prorated for date of closing until the following the first day of February and thereafter payable annually.

(iii) Any charge levied or assessed against any Lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that Lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the Owner or Owners of the Lot at the time the charge fell due. Such charge shall bear interest at the rate of one per cent (1%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, 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 legal or equitable Owner of the Lot or Lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay the expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every legal or equitable Owner of a Lot in the Development 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 lien 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 a legal or equitable Owner of a Lot in the Development is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Covenants and Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified Lot have been paid or that certain assessments

against a Lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the purpose of providing security for the Development and for the improvement and the maintenance of the properties owned or operated by the Association.

12. **TITLES.** The underlined titles preceding the various paragraphs and subparagraphs of the Covenants and Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Covenants and Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

13. **DURATION.** The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, at which time these said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years. Commencing in 2035, and continuing each 10 years thereafter, upon a vote of 2/3 of the numbered Lots (as previously defined herein) in the Development, these Covenants and Restrictions may be amended as long as the Amendment is voted upon and the results recorded with the Johnson County Recorder during that year (defined as any year ending with the last digit "5"). These requirements shall in no way limit the right of the Lot Owners to amend these Covenants and Restrictions by a unanimous vote, at any time.

14. **SEVERABILITY.** Every one of the Covenants and Restrictions is hereby declared to be independent of, or severable from, the rest of the Covenants and Restrictions and of and from every other one of the Covenants and Restrictions and of and from every combination of the Covenants and Restrictions. Therefore, if any of the Covenants and Restrictions shall be held to be invalid or to be enforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Covenants and Restrictions.

THESE COVENANTS AND RESTRICTIONS HAVE BEEN ADOPTED AND AGREED UPON BY 100% OF THE PROPERTY OWNERS IN LYONS PARK SUBDIVISION AND ARE EFFECT IMMEDIATELY UPON EXECUTON.

SIGNATURES TO FOLLOW ON SEPARATE PAGES.

ROSEBROCK DEVELOPMENT, LLC

By: _____
Dennis Copenhaver, Manager

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Copenhaver, Manager of Rosebrock Development, LLC, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Lyons Park Subdivision.

Subscribed to and sworn before me this _____ day of _____, 2023.

My Commission Expires:

Signature – Notary Public

Printed

Resident of _____ County, Indiana

LYONS PARK HOMEONWERS
ASSOCIATION, INC.

By: _____
Signature

Printed

Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ as _____ of the Lyons Park Home
Owners' Association, Inc., who acknowledged the execution of the foregoing Amended Declaration of Covenants and
Restrictions of Lyons Park Subdivision.

Subscribed to and sworn before me this _____ day of _____, 2023.

My Commission Expires:

Signature – Notary Public

Printed

Resident of _____ County, Indiana

Signature

This document was created by the Developer and Lot Owners of Lyons Park Subdivision and placed into this
recordable form by Michael C. Cooley, Allen Wellman McNew Harvey, LLP, Five Courthouse Plaza, Greenfield,
Indiana 46140. I affirm under the penalties of perjury that I have taken reasonable care to redact each social security
number in this document, unless required by law. /s/ Michael C. Cooley, #26020-41