

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF CENTENNIAL PARK**

This Declaration of Covenants and Restrictions of Centennial Park ("Declaration") is made this 24th day of May, 2018, by Centennial Park LLC, an Indiana limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner of real estate in Monroe County, State of Indiana, as more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to in the aggregate as the "Real Estate"); and,

WHEREAS, Declarant is subdividing the Real Estate for development of single family dwelling subdivision to be known as "Centennial Park Phase 1" as more particularly described and depicted on the plat thereof to be recorded in the Office of the Recorder of Monroe County, Indiana (the "Plat"); and,

WHEREAS, there is additional land adjacent to the Real Estate which Declarant intends, but shall not be required, to develop under a common scheme of development as a single family dwelling subdivision similar to that shown on the Plat by recordation of additional plats incorporating this Declaration; and,

NOW THEREFORE, Declarant, as owner of the Real Estate, hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions and easements hereinafter set forth.

The Recitals are incorporated herein as if set out in full.

ARTICLE 1
Definitions

The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

Section 1.1. "Community" shall mean Centennial Park subdivision as it is constructed on the Real Estate.

Section 1.2. "Dwelling Unit" shall refer to the dwelling constructed on any single Lot.

Section 1.3. "Lot" means any plot of ground designated as such upon the plats of Centennial Park, and upon which one (1) Dwelling Unit is constructed or is to be constructed. When the term "Lot" is used, it shall be deemed to include the Dwelling Unit, if any, located thereon.

Section 1.4. "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but, upon so acquiring title to any Lot, a mortgagee or tenant shall be an Owner.

Section 1.5. "Person" shall mean and refer to an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof.

Section 1.6. "Real Estate" shall mean and refer to the Real Estate as more particularly described in Exhibit "A" attached hereto and made a part hereof. The legal description for each Lot in this subdivision shall be as follows: Lot ___ in Centennial Park Phase 1, a subdivision in the Town of Ellettsville, Monroe County, Indiana, as per the plat thereof recorded May 25, 2018 ~~in plat cabinet _____, envelope _____~~ as instrument No. 2018 006714 in the Office of the Recorder of Monroe County, Indiana.

Section 1.7. "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, and all other provisions set forth in this Declaration, as the same may be amended from time to time.

Section 1.8. "Commercial Vehicle" means a truck, car, van, trailer or other wheeled object or conveyance intended for on or off road use which either has commercial advertising affixed to it, is used for commercial purposes, or which exceeds one and one-half tons in gross weight.

"Section 1.9. "Vehicle" means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and other motorized or wheeled objects or conveyances which are customarily used for transportation (and includes "Commercial Vehicles.")

ARTICLE 2 Declaration

Section 2.1. Declaration. Declarant hereby expressly declares that the Real Estate and the Lots created therefrom, shall be held, transferred and occupied subject to the Restrictions as covenants running with the Real Estate. The Owner of any Lot is subject to the Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract, and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep,

observe, comply with and perform such Restrictions and agreement.

Section 2.2. Streets. All streets shown on the Plat within the boundaries of the Real Estate are hereby dedicated to the public.

ARTICLE 3 Covenants and Restrictions

Section 3.1. Ditches and Swales and Erosion Control. It shall be the duty of the Owner of any Lot 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 or her Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her or her respective Lot.

Section 3.2. Drilling. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

Section 3.3. Ground Elevations and Erosion Control. It shall be the Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the Monroe County Drainage Board and the Town of Ellettsville Planning and Zoning Department as evidenced upon the final construction plans for the development of the Real Estate.

Section 3.4. Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or un-kept condition on his or her or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the forgoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or un-kept conditions, shall not be pursued or undertaken on any part of the Real Estate. No waste shall be committed on any Lot. Each Owner shall: (i) remove all debris or rubbish; (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate; (iii) cut down and remove dead trees; (iv) where applicable, prevent debris and foreign material from entering drainage areas; and (v) keep the exterior of all improvements in such a state of repair or maintenance to avoid their becoming unsightly.

Section 3.5. Residential Use. The Real Estate and the Lots shall be used for single family residential purposes only. Only one (1) Dwelling Unit may be constructed on any Lot.

Section 3.6. Occupants Bound. All provisions of the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her or her Lot to comply with the Declaration and shall be responsible for all violations, damages and expenses of enforcement caused by such occupants, notwithstanding the fact that such occupants of a Lot are wholly liable and may be sanctioned for any violation of the Declaration.

Section 3.7. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

Section 3.8. Quiet Enjoyment. No portion of the Real Estate shall be used, in whole or in part, for the storage or any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. Also, excessive grass clippings from the mowing of lawns or other lawn or tree rubbish will not be allowed to be left on any street within the Community.

Section 3.9. Sidewalks. Sidewalks shall be constructed as required by the sidewalk development plans for the Community approved by the Ellettsville Plan Commission, which construction shall be the responsibility of the Owner upon whose Lot the sidewalk is to be constructed. All sidewalks to be constructed by Owners shall be completed at such times as the driveway on the Lot is constructed. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each Lot. In the event any Owner, or parties with whom Owner contracts for work on the Owner's Lot, causes damage to a sidewalk or street curb, such Owner shall be responsible for repairing said damage.

Section 3.10. Sales Office. To the extent deemed necessary or desirable by Declarant, Declarant, or Declarant's designee, shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of model and speculatively built homes within the Community.

Section 3.11. Sanitary Waste Disposal. No outside toilets shall be permitted on any Lot (except during the period of construction of the Dwelling Unit thereon), and no sanitary waste or other wastes shall be permitted to be exposed. All homes shall have sewers directly connected to the public sanitation system.

Section 3.12. Driveways. The minimum driveway width for each Dwelling Unit at the street, shall be twelve (12) feet. Space for the parking of at least two (2) passenger vehicles shall be built in front of each garage. All driveways shall be paved with concrete.

Section 3.13. Garage Requirements. All homes constructed in the community shall have an attached two car garage, or larger.

Section 3.14. Auxiliary Structures. One (1), and only one (1) garden/utility shed, play house, storage building or other auxiliary structure not to exceed 200 square feet in size shall be permitted on each Lot provided that such structure shall be located at the rear of the Lot and no portion thereof shall extend forward of the rear most foundation line of the Dwelling Unit constructed on such Lot. The materials and colors used to construct any such structure shall be similar to and compatible with the Dwelling Unit on such Lot and the roof pitch shall comply with the requirements for Dwelling Units set forth in this Declaration.

Section 3.15. Vehicles. Vehicles shall be parked only in garages attached to the Dwelling Unit or in the driveways serving the Dwelling Units. No Owner shall park his or her Vehicle on any street within the Community except as temporarily necessary for social events or maintenance, repair or cleaning of Such Owner's Lot. No inoperable Vehicle shall be kept outside of a garage on any Lot or parked in any street in the Community for more than 24 hours. Vehicles may only be parked on paved surfaces and shall not be parked on grass or landscaped areas. Notwithstanding the foregoing, no boat, camping trailer, box trailer or recreational vehicle may be parked outside of a garage unless parked on a concrete pad at least equal to the dimensions of the vehicle and located adjacent to the Dwelling Unit's attached garage. When parked, such vehicle may not overhang the parking pad and may not extend beyond the front building line of the Dwelling Unit. All such parking pads must be connected to the Dwelling Unit's driveway and must be located within the side yard setback line adjacent thereto. Any and all Commercial Vehicles must be parked in a garage at all times.

Section 3.16. Building Type. No mobile homes or modular homes shall be permitted in the Community.

Section 3.17. Temporary Structures. No Dwelling Unit shall be occupied prior to completion, and there shall be no temporary living quarters constructed within the Community. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a Dwelling Unit.

Section 3.18. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot with the exception of dogs, cats or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. All pets shall be confined by a fence, provided that invisible fencing may satisfy such requirement, and all pets shall be confined on a leash at all times whenever they are outside of a fenced-in yard.

Section 3.19. Nuisance. It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Lot or in or about the Dwelling Unit thereon. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other Owners of Lots in the Community. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the

Community. Yard incinerators for the disposal or burning of trash are not permitted anywhere within the Community.

Section 3.20. Clotheslines, Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and Dwelling Units. No permanent clotheslines shall be permitted however collapsible or retractable clotheslines shall be permitted provided they are retracted and stored out of sight when not in use. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

Section 3.21. Signs. No sign of any kind, including any "For Sale" signs shall be nailed to any tree or attached to any street sign within the Community. Except for the entrance and directional signs which may be constructed by the Declarant, no sign of any kind shall be displayed to the public view upon any Lot or otherwise within the Community except (i) one family name sign of not more than 144 square inches in area, (ii) any signs utilized by the Declarant, or (iii) a sign limited in size to 24 inches by 36 inches containing the words "For Sale" indicating the name of the seller, seller's agent and a phone number.

Section 3.22. Subdivision of a Lot. There shall be no subdivision of any Lot within the Community nor any sale thereof in parcels except that a portion of a Lot may be sold to an adjoining Lot Owner if no new Lot is created provided, however, the setback requirements cannot be waived.

Section 3.23. Line of Sight. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any street, public or private, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street boundaries and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 3.24. Damaged Structures. No Dwelling Unit 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.

Section 3.25. General Requirements for All Construction in the Community. The general requirements for construction of Dwelling Units and auxiliary structures are as follows:

Square Footage. No Dwelling Unit in the Community shall have a square footage less than one thousand two hundred (1200) square feet exclusive of porches, terraces, garages, carports, accessory buildings or basements.

Colors and Materials of Homes. For so long as the Declarant is the Owner of any Lot or part of the Real Estate, the materials used on the exterior of Dwelling Units and improvements are subject to the approval of the Declarant.

Erosion Control and Tree Protection Measures. During periods of construction of a Dwelling Unit or other improvements on a Lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by

construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures in full compliance with all applicable governmental laws and ordinances and, in addition, shall take any additional measures or precautions to prevent silt transportation to the main drainage ways. Builders shall provide appropriate temporary seeding of disturbed each areas and temporary wood or straw bale dams to restrict silt-sediment transportation. The Owner of a Lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such Owner.

Storm Water Drainage. To aid in the efficient operation of the storm water drainage system of the Community, all water discharged from Dwelling Units or other improvements on any Lot, including, but not limited to, water discharged from or through roofs, downspouts, sump pumps, gravity drains, water treatment and geothermal devices, patios, pool decks and tennis courts, shall be directed and controlled so that such water discharges to the Drainage Easements at locations determined by the Declarant and as shown on the development plans for the Community approved by the Ellettsville Plan Commission.

Additional Provisions. All roofing material used in the Community during initial construction of Dwelling Units and for so long as Declarant owns any Lot or part of the Real Estate shall be good quality asphalt shingle, or other material approved by the Declarant. Roof pitches must be at least four-twelve (4/12) or greater on all Dwelling Units and auxiliary structures in the Community (excluding the roof over porches and covered patios and screen rooms.

Construction Trades. All construction trades performing work on any Dwelling Unit on any Lot in the Community will be expected to do their work in a professional manner, and in accordance with all standards published by the recognized trade councils of their respective industries, and it shall be understood that all work performed shall be of the highest quality known to the trade. It is not the duty or the responsibility of the Declarant to supervise or inspect the quality of construction performed by the construction trades, but for so long as Declarant owns any Lot or part of the Real Estate, should the Declarant discover what it considers "low quality work" or work being performed which is not in accordance with this Declaration, the Owner of the Lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.

Architectural Control Guidelines. All Dwelling Units shall have not less than 25% of their front exposed façade (excluding windows and doors) covered with brick, stone, or decorative masonry made of natural or manmade materials. Any addition, exterior alteration or renovation affecting the exterior of an existing Dwelling Unit shall be compatible with the design character of the original Dwelling Unit. Any new buildings (if permitted) shall be compatible with the existing structure.

Section 3.26. Fences, Walls and Screening. No fence or screen shall obstruct necessary sight lines for vehicular traffic. Fences shall not be permitted in front yards and shall not be nearer to the front of a dwelling than the point halfway between the rear foundation line and the front foundation line of the Dwelling Unit. All fencing and the location thereof must comply with the rules and regulations of the Town of Ellettsville, Indiana. Fences may be privately installed but must be constructed to professional levels of quality. No fence greater than 6 feet in height shall be permitted. No chain link or other galvanized metal fencing is permitted unless it is: (1) vinyl coated or covered with similar coating material; (2) located behind

the Owner's Dwelling Unit; and, (3) not visible from any public street or any private streets within the Community. All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property. Walls above grade should be constructed of natural stone, masonry or attractive timber.

Section 3.27. Exterior Antennas. No television, radio or other antennas (including, without limitation, satellite receiving dishes) may be erected by any Owner on the exterior of a Dwelling Unit or on a Lot, provided, however, that satellite dishes of no more than thirty (30) inches in diameter shall be permitted so long as they are mounted only on the roofs of Dwelling Units.

Section 3.28. Swimming Pools. Swimming pools must be in-ground and permanent in construction and must meet all setback requirements and comply with all ordinances of the Town of Ellettsville. All swimming pools must be fenced with a fence of not less than four (4) feet in height. Above ground pools shall not be permitted.

Section 3.29. Retaining Walls and Bank Treatments. Retaining walls or other landscaping structures which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are prohibited.

Section 3.30. Mailboxes. Mailboxes shall be maintained in uniform appearance with the others in the Community.

Section 3.31. Miscellaneous. All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. Owners shall keep garage doors closed at all times except during times of actual use of the garage facility. All garage doors must have automatic closing devices.

ARTICLE 4 Miscellaneous

Section 4.1. Enforcement. The Declarant, for so long as Declarant owns any Lot or part of the Real Estate, or any Owner may bring an action in the Monroe Circuit Court to enforce the provisions of this Declaration and may seek damages for any violation. In any proceeding arising because of failure of an Owner to comply with any provision of this Declaration, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 4.2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.

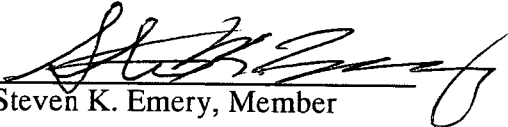
Section 4.3. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 4.4. Interpretation and Recitals. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof. The Recitals are incorporated herein as if set out in full.

Section 4.5. Amendment. So long as Declarant owns any Lot or part of the Real Estate, Declarant may amend this Declaration by recording such amendment in the Office of the Recorder of Monroe County, Indiana.

Dated this 24th day of May, 2018.

CENTENNIAL PARK LLC

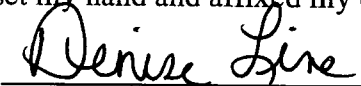
By: 
Steven K. Emery, Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

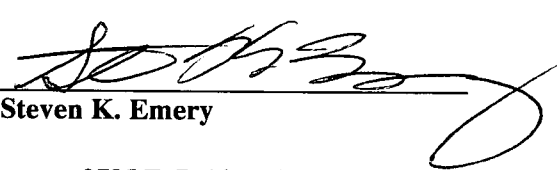
Before me, a Notary Public in and for said County and State, this 24th day of May, 2018, at which time **Steven K. Emery**, as Member of **Centennial Park LLC** personally appeared and acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions of Centennial Park to be a voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

My Commission Expires: 2/11/26


Denise Line
A Resident of Owen County

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Steven K. Emery

This instrument prepared by Steven K. Emery, Attorney at 3795 E. Robin Rd., Bloomington, IN 47401

EXHIBIT A

The "Real Estate"

A part of the Southwest quarter of the Northeast quarter of Section 13, Township 9 North, Range 2 West, Richland Township, Monroe County, Indiana, bounded and described as follows:

Commencing at the southwest corner of said Northeast quarter and on the East line of Woodgate Subdivision Phase 3 as record in Plat Cabinet C, envelope 294 in the office of the Recorder of Monroe County, Indiana; Thence on said east line and on the west line of said Northeast quarter North 01 degree 38 minutes 35 seconds West 491.42 feet to the Point of Beginning;

Thence continuing on said east and west lines North 01 degree 38 minutes 35 seconds West 334.97 feet; Thence leaving said lines North 86 degrees 16 minutes 26 seconds East 143.43 feet; Thence South 82 degrees 52 minutes 34 seconds East 223.81 feet; Thence North 81 degrees 51 minutes 16 seconds East 56.88 feet; Thence North 73 degrees 36 minutes 30 seconds East 153.42 feet; Thence South 21 degrees 30 minutes 34 seconds East 126.93 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 425.00 feet to which a radial line bears North 21 degrees 30 minutes 34 seconds West; Thence on said curve Northeasterly 16.60 feet through a central angle of 02 degrees 14 minutes 18 seconds; Thence South 19 degrees 16 minutes 16 seconds East 167.72 feet; Thence South 67 degrees 30 minutes 51 seconds West 110.36 feet; Thence South 22 degrees 29 minutes 09 seconds East 15.73 feet; Thence South 67 degrees 30 minutes 51 seconds West 169.46 feet; Thence North 84 degrees 41 minutes 51 seconds West 146.67 feet; Thence North 83 degrees 23 minutes 29 seconds West 156.64 feet; Thence South 86 degrees 39 minutes 27 seconds West 123.14 feet to the Point of Beginning, containing **5.19 ACRES** more or less.