

# The Overlook

FRONT - 30' bld line

Side 7' minimum w. 19' total aggregate

Rear - 15'

- (e) The Lot Owner shall be responsible for removal of dirt, mud or debris or other foreign material of any kind which may be deposited upon the road or easements from construction on the Lot. If such deposits occur, then the Lot Owner shall make provisions to remove such deposits within five (5) days or the committee may remove such deposits and charge the Lot Owner. The Lot Owner shall comply with its obligations under drainage and stormwater regulations and any soil erosion control plan in effect or as otherwise required by law.
- (f) No outside toilets shall be permitted on any lot during construction without prior approval of the NCC.
- (g) All utility services to the Lot, including, but not limited to, water, power, sanitary sewers, telephone or cable, shall be shown on the plot plan and said services shall not undermine the curbs or alter the subsurface or surface drainage system.
- (h) Upon completion of construction, each Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot on which such construction has been completed.

Section 9.9. Architectural Approval. To preserve the architectural and aesthetical appearance of the Community, no construction of improvements of any nature whatsoever shall be commenced or maintained by an Owner, other than Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, tree houses, playground equipment, or similar structures, awnings, walls, fences, exterior lights, garages, guest or servants quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the NCC or ASC, as the case may be, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the NCC or ASC as the case may be, as to the compliance of such plans and specifications with such standards as may be published by the respective committees from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the respective committee, and the other copy shall be returned to the Owner marked "approved", "approved as noted", or "disapproved".

Following approval of any plans and specifications by a committee, representatives of the committee shall have the right during reasonable hours to enter upon and inspect any Lot, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event a committee shall determine that such plans and specification have not been approved or are not being complied with, the committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

**Section 9.10. Landscaping Approval and Minimum Requirements.** To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever with respect to the initial landscaping of a Lot shall be implemented and installed by an Owner other than Developer, unless and until the plans therefore have been submitted to and approved in writing by the appropriate committee. Such plan shall include at least six (6) shrubs and two (2) trees. Shrubs shall include at least one (1) ornamental a minimum of 24 inches in height. All other shrubs shall be at least 18 inches in height. Shade trees shall have a minimum caliper of 2-1/4 inches. Ornamental trees and evergreens shall be a minimum of 6 feet in height. The provisions hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. The landscaping plan for each Lot must be carried out and completed within thirty (30) days after the completion of the Dwelling Unit unless such deadline would fall between December 1<sup>st</sup> and April 1<sup>st</sup> in which event the landscaping plan for such Lot shall be completed no later than the next succeeding May 1<sup>st</sup>.

**Section 9.11. Approval Not a Guarantee.** No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Developer, the Association, nor the NCC or ASC shall be responsible or liable for: (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article IX; (ii) loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

**Section 9.12. Building Restrictions.** All Dwelling Units and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. Prior to any such grading, clearing, construction of impervious surface, building, or other construction activity, the Owner of any Lot which is subject to such rules, regulations, guidelines or restriction shall make such filings, including, without limitation, the filing of a site plan with Hancock County, Indiana, (or any other governmental authority

having jurisdiction) and obtain such authorizations and permits as are required thereunder, and further, shall receive the prior written approval of the appropriate committee (NCC or ASC).

**Section 9.13. Parkway Trees.** Each Owner of a Lot shall install and maintain one or two parkway trees in accordance with rules and regulations hereafter adopted by the Developer or the Association. Such rules shall specify the number of trees required based upon the size of the Lot, the location of the trees, the species of the trees and the size of the required trees. It shall be the obligation of the Owner of each Lot to not only install and maintain such parkway trees but to replace the parkway trees if necessary. In the event an Owner fails to maintain or replace a parkway tree as required herein, the Association shall have the right to maintain and replace said tree and charge the cost of such to the Owner in the same manner as a Special Assessment.

**Section 9.14. Yard Light.** Each Owner of a Lot shall install and maintain a uniform dusk-to-dawn light in the front yard of the Lot. The design, type and location of the yard light shall be designated by Developer or the Association from time to time for purposes of maintaining uniformity of appearance throughout different areas of Community. Unless otherwise specified by the Association, the yard light shall be located approximately six (6) feet from the driveway and no further than six (6) feet from the right-of-way.

**Section 9.15. Mailboxes.** Each Owner of a Lot shall install and maintain a mailbox which shall be in accordance with the design, type, color and location of a mailbox required by Developer or the Association from time-to-time so as to maintain uniformity of appearance throughout different areas of the Community.

**Section 9.16. Residential Use and Construction.** Lots may be used only for residential purposes and only for one single-family dwelling with an attached two or three car garage. All dwellings shall be provided with hard-surface driveways, with a width not less than the width of the garage door associated therewith, which shall be installed by the builder concurrently with the original construction of the dwelling, and which shall be available for use no later than the date of the initial occupancy of such dwelling. All dwellings shall have elevation exteriors consisting only of natural materials (brick, masonry, stucco, wood and stone). No roof shall be installed on any dwelling having a roof pitch of less than 7/12 unless a lesser pitch is specifically approved by the Developer.

**Section 9.17. Minimum Living Space Requirement.** The minimum square footage of living space of Dwelling Units shall be, exclusive of porches, garages, terraces, carports, accessory buildings, basements below ground level, and finished living area above garages which would otherwise be considered attic space, as follows:

- (a) on Lots numbered 1-16 and 58-77, not less than 2,200 square feet of ground floor living area for a one-story structure, and 1,200 square feet of ground floor living area if more than one-story, provided that more

than one-story structures shall have a minimum of 2,350 square feet of total floor living area; and

- (b) on Lots numbered 17-57, all structures shall be two-stories with a ground floor living area of 1,400 square feet, provided that such structures shall have a minimum of 2,600 square feet of total floor living area.

**Section 9.18. Sidewalks.** Each Owner shall be responsible for constructing a four foot wide concrete sidewalk of 4,000 strength plain cement 4 inches thick, sloped ¼ inch per foot toward the street with expansion joints each 48 feet, along the entire street frontage of their respective lot. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be located one foot inside the street right-of-way line, (not on the Lot) and parallel to the street right-of-way line. The Owner is responsible for the repair and maintenance of the sidewalk for the initial one year from completion of residence. Thereafter, the Homeowners Association shall be responsible for maintenance and upkeep of the sidewalk except for any damage done by the adjoining lot owner. All public sidewalks shall comply with all Americans with Disabilities Act (A.D.A.), as amended, requirements and in the situation of a conflict between A.D.A. rules, covenants or other regulations, the A.D.A. shall govern.

#### ARTICLE X USE RESTRICTIONS

The Association, acting through its Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Members, representing a majority of the Total Vote and upon the consent of the Class B Member so long as such membership shall exist.

**Section 10.1. Use of Lots.** Except as permitted by Section 10.25 hereof, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried therein. The use of a portion of a Dwelling Unit as an office by an Owner, or his tenant shall not be considered to be a violation of this covenant if Owner is in compliance with Section 10.25 below.

**Section 10.2. Exterior Appearance.** No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes nor shall any window-mounted heating or air conditioning units be permitted. Collapsible or retractable clothes lines, not to exceed fifteen feet in length will be allowed with proper NCC or ASC approval. Permanent clothes lines will not be approved. While not in use, the clothes lines must always be kept collapsed or retracted. Clothing, rugs, or other items shall not be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed.

**Section 10.3. Signs.** No signs of any kind shall be erected within the Community, or permitted within any windows, without the written consent of the Board, except standard real estate "for sale" signs, entry and directional signs installed by Developer and such signs as may be required by legal proceedings. No business signs, flags, banners or similar items advertising or providing directional information shall be erected by any Owner. If permission is granted to any Person to erect a sign, including name and address signs within the Community, the Board reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

**Section 10.4. Parking and Prohibited Vehicles.**

- (a) **Parking.** In order to facilitate the free movement of vehicles, no vehicles belonging to Owners shall be parked on the paved portions of any driveway or street, public or private, except during bona fide temporary emergencies. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

No Owners or other occupants of any portion of the Community shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

- (b) **Prohibited Vehicles.** Commercial vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas, and boats, boat trailers, campers and motor homes may be parked for a maximum of 48 hours at one time for the purpose of preparation or loading. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed.