

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF**

GENTRY HONOURS

THIS DECLARATION, made on the date hereinafter set forth by Gentry Estates Development Co., Inc., hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easement, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

NAME

This subdivision shall be known and designated as Gentry Honours, a subdivision located in Monroe County, Indiana.

ARTICLE II.

DEFINITIONS

Section 1. “Association” shall mean and refer to Gentry Honours Owners Association, Inc., an Indiana Not-for-profit corporation, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is the area designated on the plat of Gentry Honours.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to Gentry Estates Development Company, Inc., its successors and assigns if such successor or assign acquires the rights, title and interests of Gentry Development Company, Inc. to this Declaration.

Section 7. “Plat” shall mean and refer to the subdivision plat of the properties recorded in the office of the Recorder of Monroe County, Indiana, as the same may be hereafter amended or supplemented.

Section 8. “Board of Directors” shall mean and refer to the Board of Directors of Gentry Honours Owners Association, Inc.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (c) the right of the Association to dedicate and 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 members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded, except that, Declarant reserves the right, in its sole discretion to dedicate all roads and access ways for public use as a public right-of-way.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Area conveyed or leased to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

ARTICLE IV.

LOTS

Section 1. Number of Lots. Phase I of this subdivision consists of sixty-eight (68) numbered Lots with public streets as shown on the plat. It is anticipated that additional phases will be annexed to Gentry Honours by Declarant.

Section 2. Street Dedication and Access. All roads (but not driveways) shown on the plat and not heretofore dedicated are hereby dedicated to the public.

Section 3. Land Use. All Lots shall be used exclusively for single-family residential purposes, except the Declarant shall have the right to subdivide, dedicate or otherwise convey or use a portion of any one or more Lots which it owns for recreational uses for the benefit of all Owners and other members of the Association. In the event any portion of any Lot or Lots is so used, reasonable rules and regulations shall be promulgated and enforced so that the use and enjoyment of the adjacent Lots by the Owners thereof shall not be unreasonably disturbed.

Section 4. Subdivision of Lots. No Lot shall be subdivided to form units of less area except as otherwise provided in Section 3 of this Article IV.

Section 5. Conveyance of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

ARTICLE V.

ACCESS RIGHTS OF THE ASSOCIATION

Section 1. Type and Nature of Improvements All lots in this addition are reserved for one-family residential use. No building or any part thereof erected on any lot shall be used for any commercial purpose whatsoever, except that Gentry Development Company, Inc. so long as it owns a lot in Gentry Honours, including additional phases of development as may be annexed into Gentry Honours as provided herein below, may maintain a sales and marketing office on a lot. The size, design and configuration of such office shall be solely within the discretion of Gentry Estates Development Co., Inc.

Section 2. Building Lines. Between building lines and street lines as shown on the plat, no building or buildings or parts thereof shall be erected or maintained. In no event may a structure be nearer than six (6) feet to the closest point of the lot's side lines nor the combined side yard setbacks be less than sixteen (16) feet. No improvements may be erected within the twenty-five (25) foot set back line as shown on the plat.

Section 3. Occupancy. No residence shall be occupied prior to completion, and there shall be no temporary living quarters constructed on any lot. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 4. Building Size Restrictions. Building Size Restrictions:

- (1) Single family residences of one story in height shall have a Ground floor area of not less than 1,700 square feet.
- (2) Single family residences of one and one-half stories shall have a Ground floor area of not less than 1,200 square feet.

- (3) **Single family residences with two stories in height shall have a ground floor area of not less than 1,000 square feet.**
- (4) **Split level and bi-level houses shall have no less than 1,900 square feet of finished dwelling space and a ground floor area of not less than 1,000 square feet.**
- (5) **The ground floor area for the purpose of these restrictions shall be determined from the area of the house measured from the outside of the building foundation exclusive of open porches, breezeways, garages, chimney and eaves.**
- (6) **Except for houses located on corner lots, the main roof gable end shall not face toward the street unless prior written approval is obtained from Gentry Estates Development Company, Inc. Houses where the foundation is exposed above finish grade level shall have said entire exposed foundation painted, covered, or veneered with either stone or brick on all sides of the house unless waived in writing by the Gentry Estates Development Company, Inc.**
- (7) **Restrictions set out under Section 4 entitled Building Size Restrictions may be waived by Gentry Estates Development Company, Inc. on application in writing by any lot owners. Said waiver shall be valid only when properly recorded in the Office of the Recorder of Monroe County, Indiana.**
- (8) **The powers and duties of Gentry Estates Development Company, Inc. may be assigned to an architectural control committee or an association of owners in Gentry Honours. Said assignment shall be valid only when property recorded in the office of the Recorder of Monroe County, Indiana.**
- (9) **All utilities shall be underground.**

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets kept by an Owner shall not be permitted to run free or to roam at large at any time. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash or similar restraint.

Section 6. Prohibited Activities. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Certain Vehicles and Personal Property Prohibited. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot. Recreational vehicles, boats, trailers, buses and trucks, other than quarter-ton and half-ton pickup trucks, shall not be permitted to remain on any Lot, driveway or side street over night.

Section 8. Construction and Sell. Notwithstanding any provisions contained herein to the contrary it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots, upon any portion of the properties which Declarant owns, such facilities as in the sole opinion of Declarant may be reasonably required, or be convenient or incidental to the construction and sale of his Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

Section 9. Additional Subdivision Restrictions:

- (1) Waste Disposal – No lot shall be used or maintained as a Dumping ground for rubbish, trash, garbage or other waste material, and such items shall not be kept except in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition.
- (2) Yard incinerators for the disposal or burning of trash are not permitted.
- (3) All dwelling units shall be equipped with a mechanical device for the grinding and disposal of garbage and food waste in the kitchen or kitchens through the sewer drain.
- (4) All sewage disposal shall be connected with the sanitary sewer system of the City of Bloomington, Indiana. No septic tanks or cesspools are permitted.
- (5) No fence in excess of 10 feet in height shall be permitted on any lot, and no fence in excess of 6 feet in height shall be permitted within 10 feet of any lot line. Fences shall be built of wood.
- (6) No fence, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line

connecting them at points 20 feet from the intersections 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.

- (7) Each residence shall have an enclosed two-car garage for the off street parking of a minimum of two automobiles and each dwelling or structure shall have a driveway with a minimum width of sixteen (16) feet extending from the curb line in the front of the Lot back to a point at least as far as the closest point of the structure to the street. Said driveway shall be paved with either concrete or hot mixed bituminous asphalt material. No overnight on-street parking shall be permitted.
- (8) Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with lawn and shrubbery care in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly. Owners of undeveloped lots shall cut vegetation and grass in a timely manner by bushhog or other usual method for maintaining the lots. Failure of an owner to comply with this requirement, after five (5) days notice, shall entitle Declarant or the Association to maintain the lot and include the reasonable cost as an additional assessment to the Owner, plus attorney fees. Such costs and fees may be collected as provided in Article VIII.
- (9) No outbuildings or satellite dishes shall be installed except with The prior approval of Declarant or the architectural central committee. Outbuildings shall not exceed 80 square feet of floor space. No exterior television antennas are permitted.

ARTICLE VII.

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section I. 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.

Section 2. Classes of Membership. The Association shall have one class of voting membership.

Section 3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Professional management. No contract or agreement for professional management of the Association nor any other contract with Declarant shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days of less.

Section 5. Proxy. Declarant has continuing responsibilities for development of Gentry Honours, installation of infrastructure and oversight of the orderly development of additional homes and lots in Gentry Development. In recognition of Declarant's continuing responsibilities, acceptance of a deed to any lot in Gentry Honours shall also constitute the granting of a proxy by the member of the Association, the lot owner, to Declarant, to vote in such member's name at any meeting of the members of Association. The proxy shall be of an indefinite term and shall terminate effective at the next annual meeting of Association occurring ninety (90) days after all lots in Gentry Honours, to include lots created by amendment or annexation, have been sold and deeded by Declarant. Each member shall sign any documents necessary to effectuate the granting of a proxy to Declarant.

ARTICLE VIII.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and the Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Monthly Assessment. Until January 1, 1996, the maximum monthly assessment shall be Twenty-five Dollars (\$25.00) per Lot.

- (a) From and after January 1, 1996, the maximum monthly Assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1996, the maximum monthly Assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for the purpose.
- (c) The Board of Directors may fix the monthly assessment at An amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, a capital improvement to any Lot for items or areas maintained by the Association in accordance with this maintenance obligation, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3, and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3. or 4. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments for Common Area expenses, Common Area capital improvements and Operating deficits must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein and the insurance assessment provided for in Article XI. shall commence as to each Lot on the earlier of the first day of the ninth month following execution of a Purchase Agreement between Declarant and Owner or the first day of the sixth month following the conveyance of such Lot by Warranty Deed by Declarant. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effective of Nonpayment of Assessments: Remedies of the Association. Any assessment that is not paid on the date when due shall become delinquent and shall become, together with such interest thereon and cost of collection as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisee, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment all costs including attorney's fees associated with collecting or enforcing payment of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or by non-use of the Common Area.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relive such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Declarant's Reserved Rights. Declarant, for such time as it continues to be a Lot Owner, shall only be required to contribute such sums to the Common Expense and Insurance Assessments, in addition to the total of the monthly common Expense Assessment and the Insurance Assessment paid by all other Owners, as may be required for the Association to maintain the common area, as provided in this Declaration, provided, however, in no event shall Declarant be required to contribute an amount exceeding the amounts which would have been duly assessed for similar Lots had they been sold to bona fide purchasers other than Declarant.

ARTICLE IX.

DECLARANT'S RIGHTS

Declarant reserves the right to use any of the Lots to construct model homes and to sell, assign or conduct or other business in connection with the construction and development of the project from any of such Lots. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

ARTICLE X.

MAINTENANCE

Section I. Maintenance by Owners. Each Owner shall be responsible for maintenance of landscaped areas within the public right-of-way in front of his or her lot and house. Residents' responsibilities may be assigned to Gentry Honours Owners Association, Inc., if such assignment is accepted by vote of two-thirds of the Owners.

Section 2. Maintenance of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of common area and improvements thereon.

ARTICLE XI.

INSURANCE

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy or policies affording fire and extended coverage insurance insuring the Common Area and the improvements thereon in an amount consummate with the full replacement value of the improvements. If the Association can obtain such coverage for reasonable amounts it shall also obtain “all risk” coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable the the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro-rata basis.

Such master casualty insurance policy, and “all risk” coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen’s compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party.

Such insurance shall inure to the benefit the Association, its Board of Directors and any managing agent acting on behalf of the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance herein above described shall be paid by the Association and the pro-rata cost thereof shall be assessed to each Lot conveyed by Declarant subject to the terms and provisions of Article VIII.

Section 4. Additional Insurance . Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents or his residence and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner shall maintain casualty insurance for his residence insuring the residence for the full replacement value thereof.

Section 5. Casualty and Restoration. Damage to or destruction of the Common Area due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. Each Owner covenants to repair, restore, or replace a residence damaged or destroyed due to fire or other casualty or disaster. The proceeds of the insurance required under Section 4, shall be applied for that purpose.

ARTICLE XII.

EASEMENTS

Section 1. Drainage, Utility and Sewer Easements. It is the intention of Delcarant to provide the needed flexibility to itself and the Association to properly install and allow to be maintained all electrical, telephone, water, gas, sewer and other utility services (including all lines, pipes, wires, cables, ducts, etc., including cable television and the like) to the living units constructed on the various Lots.

Declarant further reserves unto itself an easement and right of way in and to the Lots and Common Areas shown on the Plat and an easement of ingress and egress through so much of the remainder of the Properties as is reasonably necessary or appropriate for the purpose of establishing and maintaining proper surface water drainage throughout the Properties including the construction, repair, and maintenance or retention and detention ponds or lakes in accordance with the requirements of all governmental agencies having jurisdiction. Provided, however, the reservation of this easement and terms and provisions contained

herein shall not be construed so as to impose upon Declarant any higher or different duty or obligation than is imposed by applicable law.

Section 2. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, altar or otherwise change the location of any drainage, utility, and sewer easement or any Access Easement and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, driveway easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the office of the Recorder of Monroe County, Indiana, and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 2. shall not be exercised in a manner which unreasonably and adversely affects any improvement or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 2. shall run with the land and Declarant's right to further altar or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last Lot within the Properties or on December 31, 1999, whichever first occurs.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon any pedestrian walkways, sidewalks, or roadway.

Section 4. Easement for Signs. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign within the areas shown on the Plat as permanent signage and entryway easements. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Association, the right and easement to erect and maintain directional signs upon the Properties. Such directional signs shall contain only directional information such as street addresses, shall comply with all applicable zoning requirements, shall not extend more than four (4) feet above grade, shall be located within the areas noted on the Plat and shall be maintained by the Association.

ARTICLE XIII.

ARCHITECTURAL CONTROL

No residence or other structure shall be constructed until all plans have been submitted to Declarant and have received written approval signed by the Secretary of Gentry Estates Development Company, Inc. The powers and duties of Declarant may be assigned to an architectural control committee or to the Association. Said assignment shall be valid only when properly recorded in the office of the Recorder of Monroe County, Indiana.

ARTICLE XIV.

ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

ARTICLE XV.

GENERAL PROVISIONS

Section I. Right of Enforcement. In the event of violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the office of the Recorder of Monroe County, Indiana, signed or approved by at least two-thirds (2/3) of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time within ten (10) years after the recordation hereof, except that Declarant shall not affect any of the following changes without the approval of two-thirds (2/3) of the first mortgages of the Lots (based upon one(1) vote for each mortgage) or two-thirds (2/3) of Owners of Lots (excluding Declarant and Original Builder):

- (a) the abandonment, partition, subdivision, encumbrance, sale or other transfer (other than to the Association) of the Common Area (other than the granting or altering of utility and drainage easements);**
- (b) change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;**
- © allow the Association to maintain fire and extended insurance coverage on the Common Area in an amount less than the full insurable value thereof (based on current replacement cost);**
- (d) allow the Association to use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement or reconstruction of the Common Area.**

This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the office of the Recorder of Monroe County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section3. Annexation. Additional residential property and Common Area may be annexed to the Properties at the discretion of Declarant by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein, and which annexation may add new lots to the Association. Declarant further reserves the right to acquire and annex such additional real estate as it may choose so long as such real estate has at least one

boundary line in common with the boundaries of Gentry Honours as they may exist from time to time. Real estate annexed by Declarant may be developed in any manner, in Declarant's sole discretion, so long as its use is residential.

Section 4. Mortgagee Rights. Any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots may, jointly or singly, pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area or any property owned by the Association and such lender or lenders may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such Common Area or other property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 5. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents which default has not been cured within sixty (60) days.

IN WITNESS WHEREOF, Gentry Estates Development Co., Inc. by Ben A. Beard, President, and ???? Secretary, have hereto caused their names to be subscribed this

