

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CHARLESTOWNE
MANOR PHASE I**

INTRODUCTION

THIS DECLARATION of Covenants, Conditions and Restrictions of **Charlestowne Manor Phase One** (hereinafter “Declaration”) is made this _____ day of February 2020, by **Bardi Builders, LLC** (hereinafter “Declarant”), and shall be upon and pursuant to the terms and conditions contained in this introduction, the recitals, terms and conditions contained in this Declaration.

RECITALS

WHEREAS, the Declarant is the owner and developer of the real property located in Monroe County, Indiana that is or is to be commonly known as **Charlestowne Manor Phase One** which real property is more particularly described and depicted by the plat thereof recorded on the 15th day of January, 2020 as **Instrument Number 2020000724** in the Office of the Recorder of Monroe County, Indiana (hereinafter “Plat”), which Plat may be supplemented, added to and amended with future plat or plats;

WHEREAS, this Declaration is made by Declarant in an effort to create a first-class, reasonably uniform and aesthetically pleasing planned residential development for the purpose of, among other things, to help maintain the value, desirability and attractiveness of all Lots and improvements located in Charlestowne Manor Phase One (sometimes hereinafter referred to as the “Subdivision”) located in Monroe County, Indiana. Accordingly, Declarant hereby declares the following: (1) The real property subjected to this Declaration shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, easements, setbacks, assessments, charges, and liens hereinafter set forth in this Declaration and/or as shown on the Plat(s); and (2) The purpose of this Declaration is to establish uniform standards governing the development and maintenance of the planned residential development to be known as “Charlestowne Manor Phase One;”

WHEREAS, this Declaration shall initially be applicable to the twenty-five (25) residential Lots located in Charlestowne Manor Phase One to include Lots One (1), Two (2) and Three (3) as well as Lots Seven (7) through Twenty-Eight (28). This Declaration

shall not be applicable to the commercial lots identified as Lot CA and Lot CB on the Plat;

WHEREAS, **James Goodman and Jill Goodman**, husband and wife, join Declarant in the execution of this Declaration because they previously purchased a Lot (Lot 22) in the Subdivision from Declarant (on January 29, 2020) on which Lot they intend to build a Residence to reside, the deed thereto being recorded in the Office of the Recorder of Monroe County, Indiana as Instrument Number 2020001426, for the purpose of consenting to and accepting this Declaration; and

WHEREAS, the Lots and any improvements thereon located in Charlestowne Manor Phase One shall be sold and owned subject to the applicable terms and conditions of this Declaration and the Plat, together with the right to use any Common Area, if any;

NOW, THEREFORE, the Declarant hereby declares that the real property to be known as Charlestowne Manor Phase One and identified herein shall be held, sold and conveyed subject to the easements, restrictions, covenants, assessments and conditions contained in this Declaration and the Plat which shall run with the subject real property and are for, among other things, the purpose of protecting the value, integrity and desirability of the subject real property. The easements, restrictions, covenants, assessments, terms and conditions contained in this Declaration shall be binding on all persons and/or entities having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

TERMS AND CONDITIONS

ARTICLE ONE

Definitions

Section 1.01. Assessment. The term “Assessment” shall mean and refer to any assessment payable to the Homeowner’s Association, should one be established or assessed, for the specific purpose of helping to offset costs associated with any common expenses, if any, which assessment is further described and limited in Section 7.06 of this Declaration.

Section 1.02. Common Areas The term “Common Area” shall mean and refer to any common area located in Charlestowne Manor Phase One, if any, and any streets and roads not yet dedicated to the public used to access the subject twenty-five (25) residential Lots.

Section 1.03. Declarant. The term “Declarant” shall mean and refer to Bardi Builders, LLC and/or any person, agents, successors and/or assigns, to whom it designates to have the rights of Declarant as identified within this Declaration.

Section 1.04. Declaration. The term “Declaration” shall mean and refer to this Declaration, to include any and all modifications or amendments hereafter executed and recorded.

Section 1.05. Development Period. The term “Development Period,” shall mean and refer to the period of time from the date that this Declaration is executed until the first to occur of the following: (1) the transfer of all twenty-five (25) lots, initially subject to this Declaration, from Declarant to third parties; (2) the date that Declarant decides to terminate the Development Period; or (3) December 31, 2025.

Section 1.06. Drainage Easement. The term “Drainage Easement” shall mean and refer to the strips and areas of ground, identified and depicted on the Plat, that are created for the purpose of providing paths and courses for area and local storm drainage, either over land or in underground conduits to serve the needs of the Subdivision, adjoining ground, and/or the public drainage system.

Section 1.07. Easement. The term “Easement” shall mean and refer to any strips or areas of ground, identified and depicted on the applicable Plat(s) that are created for the purpose of providing service or benefit to a Lot, Lot(s) or to adjoining real property and improvements.

Section 1.08. Lot. The term “Lot” shall mean and refer to a physical portion of the Subdivision designated for separate ownership or occupancy, the boundaries of which are depicted on the Plat(s) of the Subdivision as a numbered parcel.

Section 1.09. Owner. The term “Owner” shall mean and refer to Declarant and any other person who owns a Lot within the Subdivision. The term “Owner” shall not include a person having a security interest in a Lot solely as security for an obligation. In the event of multiple owners of a single Lot, all persons who own a Lot collectively shall be considered a solitary Owner.

Section 1.10. Person. The term “Person” shall mean one or more individuals, or a corporation, estate, trustee, partnership, association, limited partnership, limited liability company, limited liability partnership, joint venture, government subdivision or agency, or other legal or commercial entity.

Section 1.11. Plat. The term “Plat” shall collectively mean and refer to the recorded Plat or Plats (now recorded or hereafter recorded) for the twenty-five (25) single family residential Lots, as well as any Common Area, as said Plat or Plats may hereinafter be supplemented or amended. Said Plat(s), among other things, describe and illustrate the Lot lines, Easements, Right-of-Ways and Building Setback Areas.

Section 1.12. Recreation/Trail Easement. The term “Recreation/Trail Easement” shall mean and refer to the strips and areas of ground, identified and depicted on the Plat, that are created for the purpose of providing paths, as well as the necessary equipment for such installation and maintenance related thereto to serve residents of the Subdivision and the public.

Section 1.13. Residence. The term “Residence” shall mean and refer to a single-family dwelling constructed on any Lot within the Subdivision which construction shall be in accordance with the terms and provisions contained in this Declaration.

Section 1.14. Sinkhole Conservancy Areas. The term “Sinkhole Conservancy Area” shall mean and refer to strips and area of ground, as illustrated on the Plat for the Subdivision, surrounding karst features and marked as “Sinkhole Conservation Area.” These Sinkhole Conservation Areas are owned by the Owners of the Lots that such areas appear and affect on the Plat. Such ownership is subject to the preservation of the karst feature(s) within each such conservancy area and, as such, no Residence or other Structure shall be permitted to be constructed in such areas and any such construction shall be subject to all applicable setbacks, rules and regulations of the governmental entity or body having jurisdiction thereof.

Section 1.15. Structure. The term “Structure” shall mean and refer to any Residence, building, gazebo, greenhouse, or other such permanent improvement constructed within the Subdivision, the construction of which shall be in accordance with the terms and provisions contained in this Declaration.

Section 1.16. Subdivision. The term “Subdivision” shall mean and refer to Charlestowne Manor Phase One and the twenty-five (25) residential Lots, as well as any Common Area depicted on the Plat.

Section 1.17. Subdivision Association. The term “Subdivision Association” shall mean and refer to any Association, which will be an Indiana not-for-profit corporation that Declarant, or Declarant’s successor and/or assigns, may cause to be incorporated at a later date for the purpose of administering and managing any common interests related to most or all of the Lots in the Subdivision.

Section 1.18. Subdivision Board. The term “Subdivision Board” shall mean and refer to the Board, if applicable, that shall govern the Subdivision Association referenced Article Seven, if created and established, upon the termination of the Development Period which governance shall be pursuant to the terms and conditions contained in this Declaration, and/or any Articles and/or Bylaws that may be hereafter established by Declarant, its successor and/or assigns that are applicable to the Subdivision.

Section 1.19. Utility Easement. The term “Utility Easement” shall mean and refer to the strips and areas of ground, identified and depicted on the Plat, that are created for the purpose of providing paths and courses for pipes, poles, ducts, lines, cables, wires and other such utility conduits, as well as the necessary equipment for such installation and maintenance related thereto either over land or in underground to serve the needs of the Subdivision, adjoining ground, and/or the public drainage system.

ARTICLE TWO

Property Subject to Declaration and Acknowledgment

Section 2.01. Legal Description. The real property and improvements located thereon that shall be subject to this Declaration is to be known as Charlestowne Manor Phase One. The subject real property is more particularly described in the Plat thereof recorded on the 15th day of January, 2020 as Instrument Number 2020000724 in the Office of the Recorder of Monroe County, Indiana. Said real property and improvements located thereon shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, easements, setbacks, assessments, charges, and liens hereinafter set forth in this Declaration.

Section 2.02. Owner Acknowledgment. The Owner(s) of any Lot located in Charlestowne Manor Phase One, by acceptance of a deed conveying title thereto, or by execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or by occupying any Lot shall conclusively be deemed to have accepted such deed, executed such contract and/or undertaken such occupancy subject to the terms and conditions of this Declaration. Moreover, each such Owner or occupier of said Lot(s) agrees to honor, keep, observe, and comply with the terms and conditions of this Declaration and further, acknowledges and accepts the rights and powers of Declarant, his agents, successors or assigns, and, if applicable, any Community Association hereafter established, after the expiration of the Development Period, to enforce the terms and conditions of this Declaration.

ARTICLE THREE

Use of Land

Section 3.01. Lot Use. No Lot or Lots located within the Subdivision shall be used for any purpose other than for single-family residence purposes, except that, Declarant may establish and maintain, from time to time, a model home or model homes during the Development Period.

Section 3.02. Auxiliary Structures. Subject to the written approval of Declarant, the Declarant's authorized agents, successors or assigns, appropriate and aesthetically acceptable auxiliary structures, such as storage sheds, gazebos, greenhouses, underground swimming pools, and other such appropriate and aesthetically acceptable outbuildings and structures may be erected on any of the Lots in the Subdivision. Declarant, Declarant's authorized agents, successors, or assigns, may, however, refuse to approve any such auxiliary structure plan(s) based purely on aesthetic grounds.

Section 3.03. Commercial Uses. No Lot or building or any part thereof erected on any Lot shall be used for industry, business, trade, or commercial purposes. Notwithstanding the forgoing, in-home professional pursuits without employees shall be permissible so long as any such in-home professional pursuit does not generate significant additional traffic in the Subdivision.

Section 3.04. Occupation of Residences. No Residence shall be occupied prior to its completion, and there shall be no temporary living quarters constructed on any Lot. No modular home, trailer, camper, basement, tent, shack, garage, barn, structure or other outbuilding erected or existing on any Lot within the Subdivision shall be, at any time, used as either a temporary or permanent Residence.

Section 3.05. Subdivision of Lots. No Lot within the Subdivision may be subdivided for the purpose of creating a new Lot for the construction of a Residence or for any commercial purposes, excluding Lot CA and Lot CB which are not subject to this Declaration. No building site shall be less in area than the area of the smallest Lot platted on the Plat of the Subdivision. Adjoining Lots may, however, be recombined to adjust property lines, provided that no new Lot is thereby created.

Section 3.06. Time-Sharing, Leasing and Hosting. No Lot may be owned or conveyed for "time-sharing" purposes. No Lot may be leased for a term of less than eleven (11) months. All leases shall be in writing and subject to the terms and conditions of this Declaration. In addition, hosting guests or patrons for a single day, a weekend, a week or other such short-term periods, in exchange for consideration, shall not be permitted.

ARTICLE FOUR
Building Restrictions

Section 4.01. Interior Area of Residence. The main dwelling area of any residence constructed on any Lot shall contain at least Two Thousand One Hundred (2,100) square feet of finished area, if more than one story, which shall include at least One Thousand One Hundred (1,100) square feet of finished area on the first non-basement level of any such multi-story residence, exclusive of garages, open porches, and basements unless otherwise allowed by written waiver signed by Declarant, Declarant's authorized agents, successors or assigns, and properly recorded in the Office of the Recorder of Monroe County. Any split-level or bi-level residence shall be considered a multi-level residence. Ranch style residences without basements (those built over a crawl space or on a slab) shall contain at least One Thousand Seven Hundred (1,700) square feet of finished area on the main level of such residence, exclusive of garages and open porches; ranch style residences with basements shall contain at least One Thousand Six Hundred (1,600) square feet of finished area on the main level of such residence, exclusive of garages and open porches, unless otherwise allowed by written waiver signed by Declarant, Declarant's authorized agents, successors or assigns, and properly recorded in the Office of the Recorder of Monroe County.

Section 4.02. Building Exteriors. The exterior of each Residence within the Subdivision shall be sided with wood, stone, stucco, brick, aluminum, vinyl weather boarding, or other similar material. Any "similar material" must be approved in writing by Declarant, its authorized agents, successors, or assigns. All wood siding materials must be stained or painted; not left in a "weathered" state. Notwithstanding the above, the front elevation of each Residence within the Subdivision must contain at least twenty-five percent (25%) masonry or comparable material. Any "comparable material" must be approved in writing by Declarant, its authorized agents, successors, or assigns. Moreover, any porch or stoop constructed on the front elevation of a Residence must be constructed with stone or concrete. Wood decks or landings on the front elevation shall not be permitted.

Section 4.03. Roof Pitch. The pitch of the roof of any Residence in the Subdivision must be a minimum of a 6/12 pitch.

Section 4.04. Approval of Plans. As generally referenced in the provisions contained herein, and for the purpose of further insuring the development of the Subdivision are of high standards, no construction shall begin for the erection of any Residence or other Structure, nor shall any existing Residence or other structure be altered, changed, or modified until the plans, specifications, material description, and plot plan showing the

location of such Residence or Structure(s) are approved in writing by the Declarant, its authorized agents, successors, or assigns, so that conformity to this Declaration can be insured. Declarant, its authorized agents, successors, or assigns, may, however, refuse to approve such plans based purely on aesthetic grounds. If Declarant, its authorized agents, successors, or assigns fails to approve or disapprove such plans within thirty (30) days from the date submitted, then approval of plans pursuant to this Section shall not be required.

Section 4.05. Decks and Patios. Decks and patios may be constructed of treated wood, stone, or concrete. Wood decks are not, however, permitted on the front elevation of any Residence. Decks and patios may be constructed and permitted in setbacks so long as any such construction and placement is permissible pursuant to applicable Monroe County, Indiana building codes and ordinances.

Section 4.06. Garages and Driveways. Every Residence within the Subdivision shall have an attached two (2) car garage for the “off-street” parking of vehicles. Moreover, every Residence shall have a driveway, constructed of concrete, brick or comparable material, extending from the garage of each Residence and to the access road with each such driveway being a minimum of at least fourteen feet (14') in width. Any “comparable material” must be approved in writing by Declarant, its authorized agents, successors, or assigns.

Section 4.07. Sidewalks. If a sidewalk is depicted upon a Lot as illustrated by the applicable Plat(s) and/or as required by Monroe County, Indiana, was required as a component of the Subdivision approval process and/or is required by Declarant then the Lot Owner(s) owning said Lot shall be responsible for construction of said sidewalks pursuant to applicable Monroe County, Indiana specifications prior to occupying the Residence erected upon said Lot.

Section 4.08. Fences and Walls. All fences or walls (including retaining walls) must be approved by Declarant, its authorized agents, successors or assigns prior to installation or construction. Further, no Owner shall be permitted to erect any fence of barbed wire, fences which are electrically charged (other than underground pet retention, “invisible fencing”) or those made of steel material (except normal and customary chain link fencing). Fences shall not be higher than six feet (6') with the exception of underground swimming pool enclosures. No fence may be constructed on the property lines parallel to any roadway within the Subdivision nor may side lot fences extend beyond the front of any Residence.

Section 4.09. Minimum Setback Lines. No residence building, or any part thereof, nor any other permanent structure (unless otherwise allowed herein) shall be erected closer

than twenty-five feet (25') from the front lot line, nor closer than twenty-five feet (25') from any rear lot line, nor closer than ten feet (10') from any side lot line. Decks may be built into the rear setback subject to applicable Monroe County, Indiana standards. Notwithstanding the foregoing, however, more restrictive setback lines are indicated on the applicable Plat(s) of the Subdivision or prescribed by the applicable Monroe County, Indiana ordinances and codes then the more restrictive setback lines indicated on said Plat(s) or by said ordinances and codes shall control.

Section 4.10. Easements on Plat. All Lots are subject to any and all easements, including but not limited to all utility easements, detention easements, drainage easements, signage easements, sinkhole conservancy areas and easements and recreation/trail easements, as shown on the Plat, and further described in Article Six herein.

Section 4.11. Underground Utilities. All permanent telephone, electrical and cable television or similar connections from the main lines to the Residences shall be underground, unless deemed impractical in writing by the company providing the service. Thereafter, as soon as underground installation becomes practical, such connections shall be placed underground.

Section 4.12. Construction of Residence. Construction of each Residence shall be completed within a reasonable period of time following the commencement of construction. All construction debris shall be promptly removed from the Subdivision and not permitted to migrate to other Lots or the access road. No construction debris, material or equipment shall be placed on any Lot, other than on the Lot that the Residence is being constructed. Run off and erosion shall be controlled to the subject Lot during construction while the Lot is being disturbed. Declarant reserves the right, at the offending Lot Owner's expense, to insure that all provisions contained within this Section 4.12 are being properly followed.

ARTICLE FIVE

Other Conditions and Restrictions

Section 5.01. Mailboxes. All mailboxes within the Subdivision shall be aesthetically pleasing and uniform in appearance. Declarant shall determine a uniform model or model(s) of mailbox which each Lot Owner must utilize, install and maintain, at the Lot Owner's cost and expense. All installation shall be per United States postal standards. Notwithstanding the foregoing, if the United States Post Office determines that mail shall be handled by way of a cluster box or boxes in the Subdivision then Declarant shall cause any such cluster box or boxes to be provided and installed.

Section 5.02. Lawn and Landscaping/Mowing. Within ninety (90) days of occupying a Residence, Lot Owners shall have their front, side and rear yard, extending from the front of their Residence and to the access road, sodded with grass or sown with grass seed. In addition, each Lot Owner shall install and plant sufficient foundation planting to cover the foundation on the front of their Residence. No landscaping shall impede the flow of storm water. Thereafter, each Lot Owner agrees to maintain their lawn and landscape, including any public right-of-way areas that may exist on such Lot, in a reasonable fashion so as to prevent the unsightly growth of vegetation and weeds (not to exceed eight inches in height) and to promote the overall aesthetic appearance of the Subdivision.

Section 5.03. Trash Removal. No Lot shall be used or maintained as a dumping area for rubbish, trash or garbage. All trash shall be kept in sanitary containers and out of sight and under cover, except on days of trash collection. Stored trash containers shall not be visible from the front of a Residence and shall be screened from visibility from the front of the Residence if stored outdoors by an aesthetically pleasing six-foot (6') screen made of treated wood or vinyl. All equipment and containers for the storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees, and leaves, and then, only under the supervision of the Owner, or the Owner's agent, of the Lot on which construction debris, fallen trees, and/or leaves are being burned.

Section 5.04. Building and Health Codes. All Lot Owners shall build and maintain their Residences located within the Subdivision pursuant to all applicable municipality building and health department codes.

Section 5.05. Preservation of Lots and Improvements. Each Owner of a Lot within the Subdivision shall maintain their Lot, and the improvements located thereon, in a reasonable state of preservation and cleanliness.

Section 5.06. Firewood. Any and all firewood stockpiles shall be placed so as not to detract from the aesthetic appearance of any Lot wherein such firewood is stockpiled. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material, black in color and secured to prevent disturbance by wind.

Section 5.07. Pets. No animals or livestock of any kind shall be raised, bred, or kept on any Lot within the Subdivision, except that dogs, cats and/or other animals (including no more than five (5) hens, but not roosters), normally and/or reasonably recognized as household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not constitute a nuisance or interfere with the use by other Owners of their Lot(s).

Section 5.08. Signs. No signs or other advertising, except standard real estate “for sale” signs shall be displayed on any Lot unless the size, form, and number of sign(s) are first approved in writing by Declarant, its agents, successors, or assigns.

Section 5.09. Parking and Vehicles. Except for service deliveries, no boat, trailer, camper, commercial vehicle, motor home or other vehicle, other than automobiles and trucks of less than one (1) ton capacity, shall be stored or parked on any Lot within the Subdivision, or on any private or public access roads, unless parked in a closed garage. No disabled or inoperable vehicle shall be kept on any Lot for more than three (3) working days. Further, Lot Owners shall not park their automobiles or other vehicles on public or private access roads within the Subdivision.

Section 5.10. Prohibition Against Nuisance. No Residence shall be used, in whole or in part, for the storage of any property or thing that could or does cause such Residence to appear to be in an unclean or untidy condition. No substance, thing or material shall be manufactured or kept in or about any Residence that is illegal, will emit foul or obnoxious odors or that will cause any noise or other condition that could or does disturb the peace, quiet, safety, comfort or serenity of the Owners, occupants or guests of any surrounding Residence. Activities and actions that may, in any manner, become an annoyance or a nuisance to the Subdivision or other Owners are prohibited.

Section 5.11. Other Prohibitions. No permanent clothesline shall be erected on any Lot within the Subdivision. The installation or maintenance of gas and/or oil tanks, or underground storage tanks within the Subdivision shall be prohibited. No above-ground swimming pools shall be permitted on any Lot within the Subdivision.

ARTICLE SIX

Easements

Section 6.01. Drainage Easements, Recreation/Trail Easement, Utility Easements and Sinkhole Conservancy Areas. The strips and areas of ground, as illustrated on any Plat for the Subdivision marked as “Drainage Easement,” “Recreation/Trail Easement,” “Utility Easement,” “Sinkhole Conservancy Areas” and/or any other type of easement, if located on a Lot or Lots, are owned by the Owners of such Lots that such easements appear and affect. Such ownership is, however, subject to the rights of the public, public utilities, and the Declarant, its agents, successors, and assigns, for the installation and maintenance of applicable pavement, pipes, storm sewers, drainage facilities, poles, ducts, lines, cables, and wires, as well as the necessary equipment for such installation and maintenance, related thereto. No permanent or other structures are to be erected or maintained upon said strips or areas of land, but Owners of the Lots within the Subdivision shall take title to their Lot(s) and maintain said Lot, including the areas

identified as easement areas, subject to the rights of the public, public utilities, the Declarant, its agents, successors, and assigns, and the Owners of the other Lots within the Subdivision. Further, no Owner shall regrade, change or modify the grade within any Drainage Easement that might or may change or impede the flow of storm water.

ARTICLE SEVEN

Subdivision Association and Assessments

Section 7.01. Purpose of Subdivision Association. A Subdivision Association may be formed by Declarant, its agents, successors or assigns, for the purpose of assisting in the maintenance and/or improvement of any common areas, if any, common expenses, if any and such other functions as any applicable Board of Directors of any such Subdivision Association deems appropriate in light of the funds that said Association may have to operate.

Section 7.02. Membership. If a Subdivision Association is formed and established, then each Owner of a Lot in the Subdivision, including the Declarant, shall automatically become a member of the Subdivision Association. Thereafter, the Lot Owner shall remain a member of the Subdivision Association until such time as said Lot Owner's record ownership ceases at which time the Owner's membership in the Subdivision Association shall automatically terminate and will be transferred to the Owner's successor. The Owners of Lot CA and Lot CB shall not be members of any such Association.

Section 7.03. Voting Rights. If a Subdivision Association is formed and established, then each Subdivision Association member shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of the Subdivision Association members. Should more than one (1) Person own a particular Lot, all such Persons shall be members of the Subdivision Association, but all such persons shall have, collectively, only one (1) vote for each such Lot owned, which vote may be exercised as they, among themselves, determine. In no event, however, shall more than one (1) vote be cast with respect to any single Lot.

Section 7.04. Irrevocable Proxy to Declarant. If a Subdivision Association is formed and established, then each Owner of a Lot in the Subdivision, by acceptance of a deed, or by acquisition of any interest in a Residence constructed within the Subdivision, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the last day of the Development Period, to exercise all of said Owner's rights to vote, and to vote as Declarant determines, on all matters as to which the members of the Subdivision Association, if established, are entitled to vote. Until the last day of the Development Period, the members of the Subdivision Association, if established, acting through

Declarant as their proxy, may act by unanimous consent and accordingly, no formal Owners' meeting(s) shall be required.

Section 7.05. Management. If a Subdivision Association is formed and established, then the business and affairs of the Subdivision Association shall initially be governed and managed by the Declarant, its agents, successors or assigns until such time as the Development Period shall terminate. Thereafter the business and affairs of the Subdivision Association, if established, shall be governed and managed by the Subdivision Board of Directors. The initial Subdivision Board, if a Subdivision Association is established by Declarant, its agents, successors or assigns, shall consist of three (3) members who shall be appointed by Declarant, its agents, successors, or assigns prior to the expiration of the Development Period. Thereafter, any such Board shall be selected by the Owners of the Subdivision Lots. No Person shall be eligible to serve as a member of said Board unless that Person is an Owner of a Lot within the Subdivision. The Subdivision Board shall have the right, by majority vote of the Board, to adopt and/or amend reasonable rules and regulations regarding the operation of any such Subdivision Association.

Section 7.06. Assessments. Should a Subdivision Association for the Subdivision be formed and established, then any such Subdivision Association, acting through Declarant or its Board of Directors and for demonstrated good cause, shall have the right to levy special assessments should such a need arise related to the benefit of the Lots located in the Subdivision. Any such assessments shall not exceed the annual amount of Two Hundred Fifty Dollars (\$250.00) and no such assessments shall be levied until on or after January 1, 2022. Each Owner of any Lot in the Subdivision is personally liable for any such assessment and shall be responsible for any collection costs, including reasonable attorney fees, incurred by any such Subdivision Association in its efforts to collect any such assessment. Personal liability for any such assessment shall not pass to a successor in title to the Lot unless such successor Owner agrees to assume the obligation or unless a lien is recorded prior to the subject transfer. Notwithstanding the foregoing, no Lot owned by Declarant shall be subject to any type of Assessment.

ARTICLE EIGHT

Miscellaneous Provisions

Section 8.01. Declarant's Special Rights. Declarant shall have all rights and privileges necessary to complete the improvements contemplated on the Plat(s) and no Owner or Person may take any action that would interfere with or diminish Declarant's ability to complete said improvements.

Section 8.02. Annexation of Additional Real Property. Additional real property owned by the Declarant and contiguous to the real property described herein or on the Plat(s) may be annexed by the Declarant without the consent of Owners. Said annexation shall be effective upon the Declarant's recording an instrument referencing this Declaration, describing the real property to be annexed, and submitting said real property to the provisions of this Declaration or an amendment to this Declaration. Upon the annexation of additional real property to the jurisdiction of this Declaration, the Owners of Lots subject to this Declaration and the Owners of Lots in such annexed land shall have full access to any common area, facilities and amenities in Charlestowne Manor, as though such annexed real property had originally been within the provisions of this Declaration from the time it was recorded in the Office of the Recorder of Monroe County. In a like manner, the existing Owners shall have full access to any common area, facilities and amenities of any real property annexed pursuant to this Declaration.

Section 8.02. Enforcement. The terms and conditions contained in this Declaration shall be liberally construed to effectuate the purposes referenced above in the recital and additional recital paragraphs, and generally to create and maintain a uniform plan for the development and operation of the Subdivision. Accordingly, each covenant, condition, standard, limitation, and/or restriction contained in this Declaration, and not otherwise waived, may be enforced by the Declarant, its agents, successors and assigns, any Lot Owner(s) or other appropriate Person(s). Should there be any violation or breach, or attempted violation or breach of the conditions and terms contained in this Declaration, said violation or attempted violation may be remedied by both legal and equitable means, including injunctive relief. If any provision herein is breached, in addition to other damages, the non-breaching party attempting to enforce the terms and provisions of this Declaration shall be entitled to costs, expenses, and reasonable attorney fees incurred in the enforcement of any provision in this Declaration, should a violation or attempted violation be held to have occurred.

Section 8.03. Notice. Effective notice hereunder shall consist of delivery of such notice in the following manner: a) By U.S. mail, with postage prepaid, and addressed to the Owner at Owner's last known post office address; or b) Personal delivery to an Owner's Residence accepted by any occupant over the age of fourteen (14) years; c) By affixing said notice to the front door of Owner's residence; or d) By electronic mail at a verifiable current electronic mail address of an Owner.

Section 8.04. Unenforceable or Invalid Provisions. Invalidation of any of these covenants, or of any term or condition contained within any such covenant, by judgment or court order, shall in no way affect any of the other provisions of this Declaration,

which are hereby declared to be severable, and all such provisions not ruled invalid or unenforceable by judgment or court order shall remain in full force and effect.

Section 8.05. Electronic Notice and Voting. In addition to other ways of providing notice and voting as indicated in this Declaration, notice and the opportunity to vote may also be provided to Owners by electronic mail at a verifiable current electronic mail address of an Owner.

Section 8.06. Amendment. Upon the expiration of the Development Period, any proposed amendment of this Declaration must be approved in writing by not less than three-fourths (3/4's) of the Lot Owners in the Subdivision so long as such amendment does not substantially or materially alter or impair any Owner's rights or interests as a Lot Owner. Notice of any such proposed amendment must be provided to all Lot Owners. Moreover, notwithstanding the foregoing or any other term or condition in this Declaration, the Declarant shall have the right, acting alone and without the consent or approval of the Owners, and/or any other person, to amend or modify this Declaration from time to time as Declarant deems desirable, provided that such amendment does not substantially or materially alter or impair any Owner's rights or interests as a Lot Owner. Should a dispute exist as to whether an amendment substantially or materially alters or impairs the rights or interests of any Lot Owner, the aggrieved parties will first make a good faith effort to settle the dispute by non-binding mediation prior to resorting to court action or binding arbitration. The cost of any such mediation, excluding each parties' attorney fees, if any, shall be equally split between the mediating parties.

Section 8.07. Duration. This Declaration, along with its terms and provisions, shall run with and bind all real estate subjected to this Declaration, and all persons claiming under said Declaration, until December 31, 2050, at which time this Declaration shall automatically renew and extend for successive periods of ten (10) years, unless by majority vote of the then Lot Owners of the Subdivision Lots, agree to modify or amend this Declaration in whole or in part.

{Remainder of Page Intentionally Blank}

IN WITNESS WHEREOF, the Declarant, Bardi Builders, LLC, has executed this Declaration of Covenants, Conditions and Restrictions of Charlestowne Manor Phase One on the date and year first written in the foregoing Introduction.

DECLARANT
Bardi Builders, LLC

Charles Short, Managing Member

Harvey Wagler, Managing Member

STATE OF INDIANA, COUNTY OF MONROE) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the within named Charles Short and Harvey Wagler, as Managing Members of Bardi Builders, LLC who both acknowledged the execution of this Declaration of Covenants, Conditions and Restrictions of Charlestowne Manor Phase One, both of whom having been duly sworn, stated that the terms and conditions set forth herein are true and accurate to the best of their knowledge and belief.

Dated this _____ day of February 2020.

My Commission Expires:

Notary Public, residing in Monroe County

Printed Name

CONSENT: The undersigned, the current owners of Lot Number Twenty-Two (22) in the Subdivision, consent to the recitals, terms and conditions of this Declaration.

James Goodmon

Jill Goodmon

STATE OF INDIANA, COUNTY OF MONROE) SS:

James Goodmon and Jill Goodmon, husband and wife, personally appeared before me, a Notary Public in and for said County and State, who are known to me and who acknowledged execution of the Consent to the foregoing Declaration of Covenants, Conditions and Restrictions of Charlestowne Manor Phase One to be a voluntary act and deed.

Witness my hand and Notarial Seal, this ____ day of February 2020.

My Commission Expires:

Execution by Notary Public

Printed Name: _____
Resident of Monroe County, Indiana

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.

/s/ Gregory Scott Lauer

Gregory Scott Lauer

This Document Prepared By:
Gregory Scott Lauer, Attorney at Law,
Bloomington, IN