Thomas Endicott
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Thursday, November 05, 2026

LOCATION

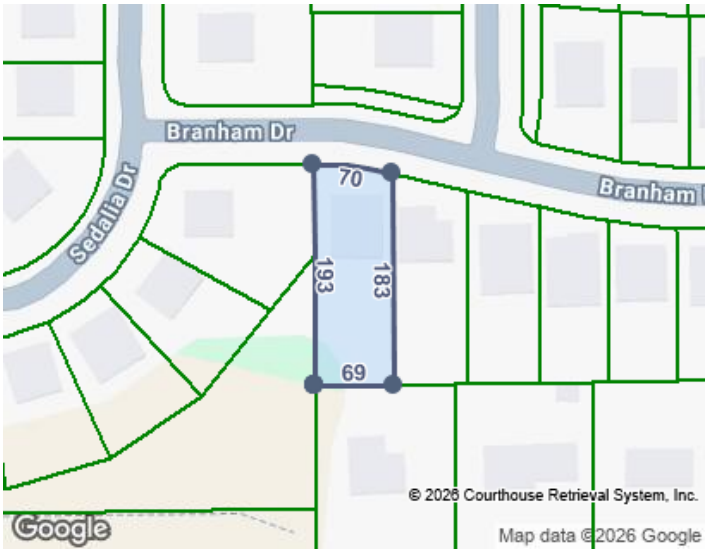
Property Address	16495 Branham Dr Fishers, IN 46040-9811
Subdivision	
County	Hamilton County, IN

PROPERTY SUMMARY

Property Type	Residential
Land Use	Single Family Residential
Improvement Type	Single Family Residential
Square Feet	3268

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	29-16-08-017-053.000-020
Alternate Parcel ID	
Township	Fall Creek Township
2020 Census Trct/Blk	1108.13/3
Assessor Roll Year	2025



CURRENT OWNER

Name	Crawford Sarah Kyle
Mailing Address	16495 Branham Dr Fishers, IN 46040-9811

SCHOOL ZONE INFORMATION

Southeastern Elementary School	3.1 mi
Elementary: K to 4	Distance
Hamilton Southeastern Intermediate-Junior High School	2.7 mi
Primary Middle: 5 to 8	Distance
Hamilton Southeastern High School	3.9 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 10/21/2026

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
9/24/2020	**$318,905**	Crawford Sarah & Crawford Kyle	Homes Arbor	Warranty Deed		2020068805
9/24/2020	**$318,905**	Crawford Sarah & Kyle				

TAX ASSESSMENT

Tax Assessment	2025	Change (%)	2024	Change (%)	2023
Assessed Land	$76,800.00		$76,800.00		$76,800.00
Assessed Improvements	$343,200.00	$30,300.00 (9.7%)	$312,900.00	$35,600.00 (12.8%)	$277,300.00
Total Assessment	$420,000.00	$30,300.00 (7.8%)	$389,700.00	$35,600.00 (10.1%)	$354,100.00
Exempt Reason	Homestead				

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2025			$4,564.86

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2024	$4,985.91
2023	$4,004.92
2022	$3,982.76
2021	$3,771.88

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
01/02/2026	**$59,000**	Crawford Sarah Crawford Kyle	Elements Financial Federal Credit Union	2026000575
04/29/2022	**$366,300**	Crawford Sarah Crawford Kyle And Crawford Kyl	Hometown Mortgage	2022023020
09/24/2020	$292,036	Crawford Sarah Crawford Kyle And Crawford Kyl	Hometown Mortgage	2020068806

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family Residential	**Condition**	Average	**Units**	
Year Built	2020	**Effective Year**		**Stories**	2
BRs	3	**Baths**	2 F 1 H	**Rooms**	5
Total Sq. Ft.	3,268				

Building Square Feet (Living Space)	**Building Square Feet** (Other)
1st Floor 1570	Garage 540
2nd Floor 1698	
Base Area 3268	

- CONSTRUCTION

Quality	B+	**Roof Framing**	
Shape		**Roof Cover Deck**	Asphalt
Partitions		**Cabinet Millwork**	
Common Wall		**Floor Finish**	
Foundation		**Interior Finish**	
Floor System		**Air Conditioning**	Central
Exterior Wall		**Heat Type**	Central
Structural Framing		**Bathroom Tile**	
Fireplace		**Plumbing Fixtures**	13

- OTHER

Occupancy		**Building Data Source**	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Attached Garage	2 CAR		

PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Residential	**Lot Dimensions**	
Block/Lot	/89	**Lot Square Feet**	13,068
Latitude/Longitude	39.929613°/-85.866951°	**Acreage**	0.3

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PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source	None	**District Trend**	
Sewer Source	None	**Special School District 1**	
Zoning Code		**Special School District 2**	
Owner Type			

LEGAL DESCRIPTION

Subdivision		**Plat Book/Page**	
Block/Lot	/89	**District/Ward**	20:Fishers-Fall Cr
Description	Acreage .30, Section 8, Township 17, Range 6, The Preserve At Arbor Pines, Section 1, Lot 89, Irregular Shape		

GREEN VERIFICATIONS

courtesy of Green Building Registry

INTERNET ACCESS

courtesy of Fiberhomes.com

Provider	Type	Confirmed	Advertised Top Download Speed	Advertised Top Upload Speed
Central Indiana Communications Inc	FIBER	No	10000 Mbps	
Spectrum	CABLE	No	1000 Mbps	
Verizon	_EMPTY	No	300 Mbps	

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	18057C0286G	11/19/2014

LISTING ARCHIVE

No Listings found for this parcel.

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CODE OF BY-LAWS

OF

ARBOR PINES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Arbor Pines Property Owners Association, Inc. (hereinafter referred to as the "Corporation"). The principal office of the Corporation shall be located at Fishers, Indiana, until and unless changed by the Board of Directors. Meetings of members and/or directors may be held at such places either within or without the State of Indiana as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Declarant" shall mean August Development, LLC, an Indiana Limited Liability Company, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant under the Declaration, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

Section 2. "Community Facilities" shall mean such of the following, if any, as are, at any time, located or constructed on any part of the Common Area, to-wit: the walks, paths, landscaping, open spaces, entryway, monumentation, deck, and such other improvements or structures from time to time or at any time located or constructed on any part of the Common Area, other than such portions of the foregoing, if any, which are dedicated to the public (such as streets).

Section 3. "Declaration" shall mean and refer to the Declaration of Restrictions for Arbor Pines Property Owners Association, Inc. filed for record in the office of the Recorder of Hamilton County, Indiana on April 19th, 2018, as Instrument No. 2018016635 said Declaration being incorporated herein by reference as if set forth at length herein.

Section 4. "Corporation" shall mean and refer to this corporation, which is also referred to as the "Association" in said Declaration.

Section 5. "Applicable Date" shall mean the date when the Declarant transfers control of the Association to the Class A Members. On this date, the Class B membership shall cease.

Section 6. All of the definitions and terms as defined and used in the Declaration shall have the same meanings in these By-Laws.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership, Transfer, Voting Rights, Suspension of Voting Rights. Reference is hereby made to Paragraph 11 of the Declaration which sets forth terms, provisions and conditions governing and relating to membership in the Corporation, transfer of membership, voting rights of classes of members and suspension of voting rights, all of which terms, provisions and conditions are incorporated herein by reference.

Section 2. Quorum and Adjournments: At any meeting of the membership, unless otherwise stated in these Bylaws or in the Declaration, the presence of members, in person or by proxy, entitled to cast twenty percent (20%) of the total number of valid and eligible owner votes shall constitute a quorum. For purposes of this section, the term "eligible" means any owner whose privileges are not suspended for any reason as set forth in the Declaration, Articles or these Bylaws ("governing documents"). If a member has had his voting rights suspended pursuant to governing documents, that vote is not considered a valid or eligible vote toward calculating quorum requirements. After a member's vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting. Except as otherwise provided in the Declaration, Articles or these Bylaws, each question or action will be deemed passed if approved by a simple majority of the eligible votes cast by the members present, in person or by proxy, at a meeting at which a quorum is present.

In the event a quorum is not present at any meeting called under authority of these Bylaws, that meeting may be adjourned to another date not more than sixty (60) days later. At this subsequent meeting, or meetings, the quorum will drop to ten percent (10%) of the total number of valid and eligible owner votes. However, no subsequent meeting(s) may be called more than sixty (60) days after the preceding meeting without providing new notice to the members.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation before the appointed time of each meeting of the members of the Corporation. Cumulative voting shall not be permitted.

Section 4. Majority Required. A majority of the votes of members present (in person or by proxy) at a meeting at which a quorum is present shall be sufficient for the transaction of all business of the Corporation except on matters where a greater vote is required by the Declaration, the Articles of Incorporation, the By-Laws or by statute.

Section 5. Meetings. Meetings of the Corporation shall be in accordance with the following provisions.

A. Annual Meetings. The first annual meeting of the members of the Corporation shall be held within one (1) year from the Applicable Date, the exact date to be decided by the Board of Directors. At such first annual meeting of the members, the members may designate a regular day or date for successive annual meetings. If the members fail to designate such a regular day or

date, the Board of Directors may continue to designate the day or date of the next annual meeting until such a designation is made by the members. If any designated day or date falls upon a legal holiday, it shall be understood that the actual date of the meeting shall be the next business day succeeding such designated day or date.

B. Special Meetings. Special meeting of the members may be called at any time by the President. It shall be the duty of the President to call a special meeting of the members when requested in writing by a majority of the members of the Board of Directors or upon a petition signed by members of the Corporation who are entitled to vote sixty percent (60%) of all of the votes of the membership. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3rds) of the votes present in person or by proxy at such meeting.

C. Notice of Meetings. It shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days prior to such meeting. The mailing of a notice to each member at the then known address for such member shall be deemed notice served.

D. Order of Business. The order of business at all meetings of the members shall, to the extent applicable, be as follows:

(1) Roll call.
(2) Proof of notice of meeting or waiver of notice.
(3) Reading of minutes of preceding meeting.
(4) Reports of officers.
(5) Report of committees.
(6) Election of directors.
(7) Unfinished business.
(8) New business.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number and Qualification. Subject to amendment of this Section, the affairs of the Corporation shall be governed by a Board of Directors composed of three persons. Each Director shall be a member of the Corporation and in good standing with the Corporation having no outstanding dues or violations.

Section 2. First Board of Directors. The first Board of Directors named in the Articles of Incorporation shall maintain, manage and administer the affairs, the real estate and other property of the Corporation, until the first annual meeting of the members and until their successors have been duly elected or appointed and qualified, unless said directors sooner resign, be removed or otherwise disqualified to serve.

Section 3. Powers. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties, which powers include, but are not limited to, the power:

A. To adopt and publish rules and regulations governing the use of the facilities of the Corporation, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. To suspend the voting rights, but not rights of access and easements necessary for the use of his Lot, during any period in which such member shall be in default for a period of thirty (30) days in the payment of any assessment levied by the Corporation, or the payment of any other amount or the performance of any other term of the Declaration or these By-Laws. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

C. To exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these By-Laws, or the Articles, the Declaration, or by statute;

D. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, subject to the limitations set forth in the Declaration; and

F. To do and take all such action as is or may be necessary, desirable, or appropriate to perform the duties, obligations and responsibilities of the Board as required by the Declaration, other provisions of these By-Laws, or the Articles, or by statute.

Section 4. Duties. The Board of Directors shall have the following duties:

A. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members holding one-fourth (1/4) of the total votes of the membership entitled to vote;

B. To supervise all officers, agents and employees of this Corporation, and to see that their duties are properly performed;

C. To establish the annual assessment period and fix the amount of the annual assessment against each member for each Lot owned for the following fiscal year by December 31 preceding the start of such fiscal year, all in accordance with the terms of the Declaration and these By-Laws;

D. To fix the amount of any special assessment against each member for each Lot owned, in accordance with the terms of the Declaration and these By-Laws;

E. To send written notice to all members of any meeting of the members called for the purpose of voting upon increases in annual assessments above the maximum set by the Declaration or for voting upon a proposed "special assessment";

F. To foreclose by action in the same manner as a mortgage the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner or other person personally obligated to pay the same;

G. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

H. To procure and maintain liability and other hazard insurance on property owned by the Corporation which shall include fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only); and to use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements and to procure and maintain other insurance as required or authorized by the Declaration;

I. To cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, but not less than required by the Declaration;

J. To cause all the Common Area and Community Facilities to be maintained.

Section 5. Term of Office. At the first annual meeting, the members shall elect one-third (1/3rd) of the total number of directors to be elected to a term of one year, one-third (1/3rd) of such total to a term of two years, and one-third (1/3rd) of such total to a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years to fill the vacancies created by expiring terms. There shall be no limit on the number of terms a director may serve.

Section 6. Vacancies. Any vacancy in the Board of Directors shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director for the unexpired term of his predecessor, or until his successor is elected.

Section 7. Compensation. No director shall receive compensation for any service he may render to the corporation as such director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and any director may be paid and compensated for services to the Corporation in a capacity other than as a director.

Section 8. Removal of Directors. At any regular or special meeting of the Corporation duly called, any Director may be removed with or without cause by a majority of the members and a successor may then and there by elected to fill the vacancy thus created.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Meetings of Directors. Meetings of the Directors of the corporation shall be held at such place within the State of Indiana, as may be specified in the respective notices or waivers of notice thereof Any action required or permitted to be taken at any meeting of the Board of Directors or of any Committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors or a subsequent ratification of a written consent by all of the then members of the Board of Directors, and such written consent is filed with the minutes or proceedings of the Board or Committee.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least 2/3 of the Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which quorum is present shall be the acts of the Board of Directors except as otherwise provided in or required by the Declaration, Articles, these By-Laws or by statute. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Corporation shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members, after the Applicable Date.

Section 3. Term. The officers of this Corporation shall be elected annually by the Board and each shall hold office until the next election or unless they shall sooner resign, be removed or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

A. The president shall preside at all meetings of the Board of Directors; he shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. He shall have the power to appoint committees from among the members of the Corporation from time to time as he may in his discretion deem appropriate to assist in conducting the affairs of the Corporation. The president shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of the State of Indiana.

Vice-President

B. The vice-president shall act in the place and stead of the president in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or as are delegated to him by the president.

Secretary

C. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Corporation (if any is adopted) and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

D. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Corporation; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VI
COMMITTEES

The Corporation shall appoint a Development Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors or the president shall appoint other committees as deemed appropriate in carrying out the purposes of the Corporation.

ARTICLE VII
BOOKS OF ACCOUNT: FISCAL YEAR

Section 1. Books of Account. The Corporation shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Area and Community Facilities and any other expenses incurred by or on behalf of the Corporation and the members. Such accounts, books, records, financial statements and other papers of the Corporation shall be open for inspection by the members and other persons having an interest in any Lot, including any Owner, any lender and any holder, insurer or guarantor of a first mortgage on any Lot or Living Unit, during reasonable business hours or under other reasonable circumstances and shall be audited annually by qualified auditors. The cost of such audits shall be a common expense. Any holder, insurer or guarantor of a first mortgage on a Lot or Living Unit shall be entitled upon written request to receive an audited financial statement for the immediately preceding fiscal year free of charge to the

requesting party and within a reasonable time of such request. Current copies of the Declaration, the Articles of Incorporation, the By-Laws of the Corporation, and other rules concerning the Property, shall be available for inspection by any Owner and lender, and to holders, insurers or guarantors of any first mortgage at the principal office of the corporation during normal business hours or under other reasonable circumstances. Copies of said corporate records and of audits may be purchased at reasonable costs.

Section 2. Fiscal Year. The fiscal year of the Corporation shall commence January 1 and end the following December 31 each year; provided, however, that the fiscal year for purposes of assessments may be different than the general fiscal year of the Corporation.

ARTICLE VIII
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Corporation annual and special assessments, which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. 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 twelve percent (12%) per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the property by action in the same manner as a mortgage or as otherwise provided for by law. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such closeout assessment. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration or herein by nonuse of the Common Area or Community Facilities or abandonment of the assessed Lot.

ARTICLE IX
AMENDMENTS

Section 1. These By-Laws may be amended by the Board of Directors; provided, however, that no amendment shall be adopted by the Board of Directors which conflicts with the terms and provisions of the Declaration unless the same is adopted by and approved by the members of the Corporation and others entitled by the terms of the Declaration to vote on amendments to the Declaration as provided in, and in accordance with the requirements of, the Declaration, provided further, there shall be no amendment of these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. As long as there is Class B membership, the Federal Housing Administration, Department of Housing and Urban Development or the Department of Veterans Affairs shall have the right to veto any amendments.

IN WITNESS WHEREOF, I, being the Registered Agent and Incorporator of Arbor Pines Property Owners Association, Inc., have hereunto set my hand this 28th day of March, 2019.

Corby D. Thomspon, President

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of Arbor Pines Property Owners Association, Inc., an Indiana not-for-profit corporation, and,

THAT, the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 28th day of March 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 28th day of March 2019.

Tamara Dible, Secretary

1. Definitions.

The following are definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Arbor Pines Development Control Committee composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Arbor Pines Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 11 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

F. "Declarant" shall mean August Development, LLC

G. "Builder" shall mean Arbor Homes LLC; or any other entity which has, by contract, entered into an agreement with the Declarant to purchase lots in Arbor Pines for the purpose of speculative or contractual home sales. Under no circumstances shall the builder definition include a person or entity that has purchased a lot for the construction of their personal residence.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots in Arbor Pines.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed is subject to the rules, regulations and ordinances of the City of Fishers and of its building commissioners.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

E. Monuments. As a requirement of the State Board of Registration for Land Surveyors the Developer may be required to install property corner or lot corner monuments in the form of capped reinforcement bars at the time of platting of the Development. The cost of these monuments was included in the price of each lot. The Developer makes no warranties to any Owner as to the legitimacy of these monuments. The monuments have not been certified to any Owner but only to the Developer. No Owner within Arbor Pines shall perform any work on said lot including but not limited to the installation of fences and perimeter landscaping based upon the location of said monuments. Although each of these monuments were properly installed, they are easily bumped, dislodged, stretched and moved during the construction process, lawn work and even child's play. Prior to any work being performed upon each Lot, it is highly recommended that each Lot be surveyed by a registered land surveyor. There are street monuments located throughout the Development that any surveyor can use to accurately and quickly locate all property corners. Any personal injury or property damage caused as a result of these monuments should be addressed through the State Board of Registration for Land Surveyors and by acceptance of the deed to each property; the Owner agrees to hold the Developer harmless as to any injury, whether personal or property.

3. GENERAL RESTRICTIONS

A. Fences. The Committee, prior to any installation, must approve any fencing, walls, mounds, and landscape screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Committee when reviewing fences for approval. No front yard

fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or a Builder. All fences must be professionally installed. The Owner shall keep all fences in good repair. No fences shall be located any closer to the front lot line than a point ten (10) feet back from the front corners of the residence. Notwithstanding any other provision of this Declaration to the contrary, invisible electronic fences designed to restrict the movement of animals are expressly permitted. Notwithstanding any other provision of this Declaration to the contrary, on a corner lot, no solid/privacy fences will be allowed closer than fifteen (15) feet to the adjacent street right-of-way. No fences are allowed in easements and the Association cannot provide authorization to install a fence in an easement. If it is desired to have a fence located within an easement, then written approval from the City of Fishers must be provided with the application for approval to the Committee. A fence, if approved by the City and the Committee and subsequently erected in an easement, is erected at the Owner's risk as such fences may be partially or completely torn down by others if said fences interfere with the installation, operation, and/or maintenance of the facilities for which the easement has been reserved. Any fence located along a common area or a perimeter boundary of the Development shall be of uniform size, materials, height, and design to be determined by "Committee".

(i) Height Restrictions: The Committee shall determine the height of fences and walls; provided, however, that the following maximum heights of walls and fences shall not exceed the following:

a. Black wrought iron fencing shall not exceed six (6) feet in height;

b. Vinyl/PVC fencing shall not exceed four (4) feet in height; provided, however, that this restriction may be waived by the Committee to enclosed an in-ground pool or for patio screening;

c. No fence located on a Lot abutting a Pond shall exceed forty-eight (48) inches in height beyond a point sixteen (16) feet from the rear line of the Dwelling Unit. However, this restriction may be waived by the Committee to enclose an in-ground pool.

d. Patio screens shall not exceed six (6) feet in height and shall not be connected as a fence.

(ii) Material and Finish. Black wrought iron fencing is preferred. However, the committee may allow vinyl fencing. Chain link fencing is prohibited. The Committee must approve all fencing materials, design, and location. Screening walls above grade must be constructed of natural stone, masonry or black wrought iron. The Committee will approve landscape screening material, design, and location on an individual basis.

(iii) Approval. The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been issued by the Committee in writing within thirty (30) days after submission, then said request shall be considered DENIED (See Paragraph 8.)

B. Trees. Every lot must have at least two trees installed in the front yard in addition to any street trees shown on the approved landscaping plans installed by the first planting season after the house is completed. The trees must be species included on the City of Fishers' approved street tree list.

C. Driveway. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

D. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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

(i) Mow the lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

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

(vi) Cut down and remove dead trees.

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

(vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

(vii) The owner of any lot abutting or adjacent to a retention pond or lake within a Common Area as defined in paragraph 10 shall maintain the Common Area, which lies immediately adjacent to and between the lot and the waterline of the pond or lake to prevent unsightly growth or weeds.

F. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder.

G. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners shall be responsible to maintain the grading of their respective lots as defined by the Arbor Pines construction plans as prepared by Schneider Engineering and approved by the City of Fishers. Any accumulation of silt or change in grading caused by sump-pump discharge, downspout run-off, general drainage or the dispersal of excavation spoilage, which creates standing water, or an improper drainage condition shall be the responsibility of the property owner to remove and correct.

H. Storm Sewer and Drainage Standards: Per the City of Fishers, Unified Development Ordinance:

(i) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Director of Engineering. Property owners must maintain these swales as sodded grass-ways, or other surface approved by the Director of Engineering.

(ii) Water from roofs or parking areas shall be contained on the property long enough so that drainage swales or ditches shall not be damaged by such

water. Directly piping water to a drainage swale is prohibited unless approved by the Director of Engineering.

(iii) Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the Director of Engineering. Culverts must be protected, especially at the ends, by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced.

I. City of Fishers' Street Rights of Way: Per the City of Fishers, Unified Development Ordinance:

(i) The owner or person in control of the dominant real estate adjacent to the area between the street and the sidewalk and/or right-of-way easement line on which any tree or shrub is planted pursuant to the above, shall be responsible for the maintenance and removal of the tree or shrub if such removal is necessary.

(ii) If after notice from the City, the owner or person in control fails to maintain or remove a dead tree or shrub or any dead or dangerous limbs or branches thereon, the City may remove said shrub or limbs and collect the costs thereof from the owner or person in control.

(iii) The City and all public utilities retain their ownership and right to access to the area between the street and the right-of-way easement line of the dominant owner and retain the right to reasonably remove any tree or shrub impeding necessary work to be performed by the City and/or all public utilities, or other properly authorized users.

(iv) Neither the City nor any public utility or other properly authorized user of the City's property located between the street and the sidewalk and/or right-of-way easement line shall be liable to the owner of the dominant real estate for any damages done to trees or shrubs, located upon City property between the street and the sidewalk and/or right-of-way or easement line as a result of actions of the City or any public utility or other authorized user or their agents or employees in the performance of their duties.

J. Sump-pumps. Drainage swales are designed to channel storm water runoff to a collection basin. Drainage swales **are not** designed for sump-pump discharge and will not function in this capacity. All sump-pumps must be connected to a perforated drainage tile that has been trenched beneath the ground surface and outlet directly into a storm sewer structure. The exact location of a storm sewer structure and the length of perforated drainage tile necessary to properly outlet a sump-pump will vary per lot.

Damage caused by sump-pump discharge into an open ditch or swale will be the direct responsibility of the homeowner.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter any storm drain. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer, nor the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health and Hamilton Southeastern Utilities, Inc. ("HSE"). No storm water (subsurface or surface) shall be discharged into sanitary sewers.

C. Sanitary sewer and utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and gives HSE the right of ingress/egress.

D. Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer manhole or clean-out casting.

E. The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes and no trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways is at the risk of being removed by utilities without the obligation of replacement.

F. No mounding, lighting, fencing, signs, retaining/landscaping/entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or right-of-ways is at the risk of being removed by utilities without obligation of replacement.

G. All homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.

H. Any discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) into the sanitary sewer system is strictly prohibited.

I. Grade changes across sanitary sewer facilities must be approved in writing by Hamilton Southeastern Utilities, Inc.

5. INDIVIDUAL LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT.

At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed dusk to dawn coach lights mounted on the garage. The design, type and location of the lights shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said lights be purchased from the Developer or its designee.

6. MAILBOXES.

Owners of a lot in the Development shall install or cause to have installed a mailbox, which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

7. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No campers, motor homes, semi-trucks, trailers, boats, or disabled or unlicensed vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, shall be parked for overnight or longer storage on any lot in the Development, nor shall any vehicle be parked on any street within the Development for more than two consecutive nights.

During "Boating Season", defined as running from May 1st to October 31st of each year, boats on driveways shall be allowed for up to 48 hours to allow for maintenance and preparation between storage and recreational use. However, boats parked or stored in front yards, on common areas, or on streets, at any time of the year, constitute a violation, subject to fines & other enforcement measures, pursuant to this Declaration. Notwithstanding this qualification, beginning November 1st of each year, and through April 30th of each year, any boat sitting at any location other than "properly stored" inside a garage, shall be deemed in violation, and shall be subject to fines & other enforcement measures, pursuant to this Declaration.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in Subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Trash Receptacles. Any receptacle for ashes, trash, rubbish or garbage shall be stored inside the home, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot without permission to do so from the Developer.

I. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

J. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted within the Development, without the approval of the Committee. Satellite dishes will not be permitted to be installed on the front of a house and should be located as far to the rear of the residence as possible.

K. Swimming Pools. In ground swimming pools may be permitted but must be approved by the Committee. Above ground swimming pools will not be permitted in Arbor Pines.

L. Basketball Goals. Portable basketball goals shall not be placed within the street right-of-way, including any public walk, and shall not be left outdoors overnight. Permanent basketball goals, if permitted, will not be allowed within the street right-of-way and must be approved by the Committee.

M. Mini-Barns. There will be no mini-barns or outbuildings of any kind on any lot located in Arbor Pines.

N. Trampolines. Trampolines may be allowed in Arbor Pines with the approval of the committee. When allowed, above ground trampolines must be located near the rear of the residence in such a way as to minimize the visibility of the trampoline from the street. Additionally, tree and shrub screening may be required between the trampoline and any adjacent properties. Residents will be required, at there will, to receive approval from all adjacent property owners before a trampoline will be approved.

O. Swing-sets and Play Structures. Swing-sets and other children's play structures may be permitted but must be approved by the Committee. Only wood, professionally constructed play structures will be allowed in Arbor Pines.

8. DEVELOPMENT CONTROL COMMITTEE

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

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee, except for original home construction by a builder who has entered into a contract with the Developer to purchase lots. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such