

PLAT COVENANTS CREEKSIDE WOODS, SECTION 2

The undersigned, Land Innovators Company (the "Developer"), owner of the real estate shown and described in the Plat (the "Real Estate") hereby certifies that It has laid off, platted and subdivided, and does hereby layoff, plat and subdivide said Real Estate in accordance with the Plat. This Subdivision shall be known and designated as Creekside Woods II, consisting of Lots 83 thru 94, 127 thru 171 and 177 thru 184 inclusive, an addition in Marlon County, Indiana, containing 65 Lots.

In order to provide adequate protection to all present and future Owners of Lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

I. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plot marked "Drainage and Utility Easement" (D & U E), either separately or in combination. The Utility Easements are hereby created and reserved for the use of all utility companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services.

The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage systems; provided, however, that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded.

The delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures or fences shall be erected or maintained upon sold easements. The owners of Lots in this Subdivision shall take and hold title to the Lots subject to the Easements herein created and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any Lot or parcel of land within the area of this plat to comply at all times within the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat Issued by said Department.

It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance to medians if any, in any entranceways to the Subdivision.

4. BUILDING LOCATION. Building set-back lines and set back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said Lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced in this item it is strictly for convenience and information and in no instance is to be or be construed as a plot covenant and or restriction.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1200 feet of finished and livable floor area in aggregate for a one story residence or less than 800 feet in the aggregate for a multifloor residence, exclusive of open porches and garages. A minimum square foot of 1200 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marron County.

6. TWO CAR GARAGES. All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on Lot other than the existing driveway.

8. TEMPORARY RESIDENCES PROHIBITED / LIMITATION ON VEHICLES. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.

9. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said Lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marlon County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any Lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. Detached garages, tool sheds or storage buildings may not be erected on any Lot.

10. LIMITATIONS RE: TRASH. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No building, fence, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specifications and plat plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (Committee). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall be the proper concern of the Committee. The Committee will be composed of three (3) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned. Within thirty (30) days following September 1, 1999, the Committee will notify all resident homeowners of a Committee meeting to be held within an additional thirty (30) days. At this meeting, resident homeowners will elect one new member to serve for a term of three (3) years, and one new member to serve for two (2) years. The remaining Committee member will serve for an additional one (1) year term and be elected out of the three (3) former members of the Committee, and will serve as President for his remaining year. The Committee will call a meeting with 30 day notification of resident property owners who will elect on (1) new committee member for a three (3) year term. The majority of the resident homeowners will elect the members of the Committee. The Committee will call yearly meetings thereafter for the election of a new member for his or her three (3) year term. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission it shall be deemed that the Committee had approved the presented plan.

12. FENCE LIMITATION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

13. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot, without the specific approval of the Board, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

14. PERMITTED ANIMALS / NUISANCES. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the Subdivision, and shall be confined to the owner's premises.

No noxious or offensive trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance or annoyance to the neighborhood. No refuse will be maintained on any lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.

15. ENTRANCEWAYS - PRO RATA MAINTENANCE OBLIGATION. The areas designated on the plat at the entranceways to the entire subdivision known as Creekside Woods I as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the title owner of the lot upon which same exists, provided however, if the property owners within all of the section of the subdivision create a home owners organization to which at least thirty percent (30%) of the lot owners in the subdivision belong then, and in that even, the maintenance responsibility herein mentioned shall instead be that of the homeowners organization. Whoever has the maintenance responsibility herein detailed shall have the right to contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in all of the section of this subdivision.

Each lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

16. RETENTION LAKE(S) - USE AND MAINTENANCE OBLIGATION. There are one or more separate bodies of water within this or other Sections of the Creekside Woods Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake"). One such "Lake" also serves as a retention or drainage area and outlet for surface water from several sections, presently platted or to be platted, of a Subdivision to be known as Grassy Creek with lots of said Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake", including the "Common Lake", by accepting a Deed to sold Lot assume the responsibility of maintaining said "Lake" on an equal pro rata basis based on the total number of Lots that abut the Lake unless stated otherwise herein. This maintenance obligation shall commence when a given Lake is accepted and/or approved by the Department of Public Works of Marlon County and with the termination of the 3 year maintenance bond as called for under the Marlon County Subdivision Ordinance. Said Lot owners shall have the right to use the Lake they abut for fishing so long as it is done solely from the Lot owner's land bank. None of the owners herein described, relative to the Lake applicable to them, shall have the right to use such Lake for any other purpose including, but not limited, wading, boating swimming or fishing from within the "Lake".

In the event a Homeowner's organization is created for the Creekside Woods Subdivision which mandates membership therein such organization shall solely determine the timing and nature of the maintenance obligation of the Lot owners around "Common Lake". The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the "Common Lake" with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Grassy Creek surround "Common Lake" shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to use of "Common Lake" shall not inure to such organization or its members (other than those who abut "Common Lake") as a result of this provision.

17. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of any residence on or before one (1) year from the date construction commences on sold Lot. Failure to honor this condition/restriction shall establish an Option to Purchase said Lot and Improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Developer to the owners of sold Lot within sixty (60) days of the expiration of the aforesaid one (1) year period.

The appraised price shall be agreed upon within ten (10) days of the Lot owner's receipt of the above written notice and if that is not possible the Lot owner and the Developer agree to submit the question of appraised value to appraisal and be bound by same as follows:

- (a) Each party shall select an appraiser and the two appraisers shall select a third. and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.
- (b) The appraisal shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.
- (c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

18. FUEL STORAGE TANKS LIMITATIONS all fuel storage tanks on any lot must be buried below ground.

19. ANTENNA LIMITATIONS / SATELLITE DISHES PROHIBITED. All Exposed antennas shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak. No visible satellite receiver dishes or apparatus shall be allowed on any lot.

20. ABOVE GROUND POOLS PROHIBITED. Only in-ground pools will be permitted.

21. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof, in the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants in whole or in part. After said twenty (20) years said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all person entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

22. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any right, title or Interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a Lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or

restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, Injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

23. SEVERABILITY. Every one of the Restrictions is hereby declared to be Independent of. and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

24. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF, the undersigned, as the aggregate owners of the Real Estate, have hereunto caused their names to be subscribed effective as of the last date of execution hereon.

LAND INNOVATORS CO. An Indiana Limited Partnership

By: [signature]

R.N. Thompson, General Partner

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared R.N. Thompson, General Partner of Land Innovators Co., an Indiana Limited Partnership, and acknowledged the execution of this instrument as his voluntary act and deed as such General Partner of behalf of such Limited Partnership for the uses and purposes hereinabove set forth.

Witness my hand and Notarial Seal this 19th day of November, 1990.

[Signature]

Notary Public

Judy K. Kiemeyer

Printed

My Commission Expires: April 8, 1998

My County of Residence: Marion

This Instrument Prepared by:

Raymond Good, #7201-49

SCHNORR, GOOD & SCAHILL

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