

PLAT COVENANTS

CREEKSIDE WOODS, SECTION V

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, Section V, consisting of Lots 257 thru 278 inclusive, an addition in Marlon County, Indiana, containing 22 Lots.

NOTICE: Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Creekside Woods Architectural Control Committee as defined here in, such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of The Creekside Woods Design Guidelines.

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) and "Drainage and Sewer and Utility Easement" (D & S & 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 Sewer Easements are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Creekside Woods (and Grassy Creek). Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system.

The delineation of the Utility Easement, Drainage Easement, and Sewer 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.

Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the Subdivision.

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 1200 feet in the aggregate for a multifloor residence, exclusive of open porches and garages. A minimum square foot of 800 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. LIMITATION ON VEHICLES. No Inoperative or unlicensed vehicle shall be parked or repaired anywhere within the Subdivision. Including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, Including on any Lot or on the driveway

thereof, except:

- a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration of Covenants or by the Board of Directors, be parked on a private driveway or on the public street, and
- b. A camper, trailer, mobile home, or boat may be stored in on enclosed attached garage of average residential proportions.

9. TEMPORARY RESIDENCES PROHIBITED. 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.

10. 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.

11. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

12. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or Improvement, including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios and permanent structures for sports and recreation, shall be erected, placed and altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned Improvement have been submitted to and approved by the Architectural and Environmental Control Committee (Committee), regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

- (a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:
- 1) The day after the Developer transfers title to the last Lot of Creekside, Section V and any other Sections of Creekside which may be platted, or
 - 2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for architectural Control to the Owners.
UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. The Developer may elect to transfer authority over Improvements to existing homes to a Committee of Homeowners, while retaining Architectural Control authority over new home construction and design. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.
- (b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or Improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.
- (c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Creekside Homeowners Association, Inc., shall appoint three or more Lot Owners, to serve on the Creekside Architectural and Environmental Control Committee.
- (d) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee and the application meets the current Design Guidelines, it shall be deemed that the Committee has approved the presented plan.
- (e) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and may also recover damages, reasonable attorney fees, and costs.
- (f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar Improvement for another Lot in the Subdivision, if it deems, in its sole

discretion, that the requested Improvement would be detrimental to the Subdivision and the other Lot owners.

- (g) Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

13. 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.

14. 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:

- (a) Owners may display, on their Lot, one sign of not more than forty-five inches in height and 36 Inches in width for the purpose of advertising the property for sale or rent, and
- (b) The Developer and builders may use larger signs during the sale and development of this Subdivision.

15. PERMITTED ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided 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, shall be confined to the owner's premises, and shall not be permitted to create a nuisance. In addition, the Association shall have the authority and right to establish rules and limitations upon the number of domestic animals kept or maintained on any lot and restrictions upon nuisances created or contributed to by any such animals.

16. NUISANCES. No noxious or offensive activity or trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to other Owners. Included within this restriction upon nuisances are excessive or obnoxious noise, odor, light or appearance.

17. LANDSCAPE EASEMENTS -PRO RATA MAINTENANCE OBLIGATION. If for any reason, the Creekside Woods Homeowners Association would cease to exist or cease to function, the areas designated on the plat landscaped easements or landscape and utility easements shall be maintained by the title owner of the Lot upon which same exists. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended, from each Lot owner on an equal proratable basis for all Lots in all of the sections 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.

18. 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 "Lake" or "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 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.

The Grassy Creek Homeowner's Association shall solely determine the timing and nature of the maintenance obligation of the Lot owners around the 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 the Common Lake shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to the use of Common Lakes shall not Inure to such organization or its members (other than those who abut Common Lake) as a result of this provision.

19. 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.

20. MISCELLANEOUS PROVISIONS.

- (a) Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.
- (b) No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an Integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.
- (c) No satellite receiving dish greater than 24" in diameter shall be erected or installed on any Lot, and satellite dishes of 24" in diameter or less shall require the prior approval of the Committee.
- (d) Exposed antennae shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak.
- (e) No fuel storage tanks shall be permitted on the Property, except during the Initial construction of any home. and then only with the express written consent of the Developer.

21. SWIMMING POOLS, HOT TUBS AND OTHER DETACHED STRUCTURES. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzis or any similar apparatus, with prior approval of the Committee.

Mini barns and other detached storage buildings, including enclosures for approved swimming pools, hot tubs or spas, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction.

22. SODDING OF YARDS. The general contractor who is building a residence on any Lot is put on notice of the obligation to sod the front yard of each residence, to be completed on or before the transfer of title of sold Lot to the first occupant of such residence. Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly responsible for meeting this requirement.

23. MAINTENANCE. It shall be the duty of each owner in the Subdivision to maintain the house and yard on their lot. This duty shall include keeping the landscaping and grass in good condition, attractive, and properly trimmed and to keep the lot free from weeds, dead trees and trash and in otherwise neat and attractive appearance. This duty shall also include the proper maintenance of the exterior of the house and any additional structures. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and or the exterior of the Improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such Lot and the owner thereof, to be assessed, collected and enforced as provided in the Declaration.

24. 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. After said 20 years, these 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 persons entitled to the beneficial use of such easement shall consent thereto.

Lot owners may amend these covenants in whole or in part by an affirmative vote of 70% of the Lot Owners. If Developer owns any Lots in any section of this Subdivision, no amendment to these covenants may be made without Developer's approval and consent. 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 Marlon County, Indiana.

25. 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.

26. 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.

27. 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.

28. DECLARATION. A Declaration of Covenants and Restrictions of Creekside Woods and establishing the rights and obligations of the Creekside Woods Homeowners Association, Inc. (Declaration) was recorded on September 1, 1989 in the office of the Recorder of Marlon County, Indiana as Instrument No. 89-86320. This Declaration has been revised by a First Supplement recorded as Instrument No. _____, a Second Supplement recorded as Instrument No. _____, and a Third Supplement recorded as Instrument No. _____. Every Owner of a Lot in Creekside Woods will automatically be and become a member of the Creekside Woods Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail, except as to Architectural Design and Environmental Control and as to satellite dishes, for which these plat covenants shall prevail.

In the event that the Declaration is invalidated for any reason. every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including maintenance, taxes, insurance, legal, accounting, and management fees and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and three fourths percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in collection.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 24th day of May, 1996.

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, personally appeared R.N. Thompson, President of Land Innovators Co., an Indiana Limited Partnership organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 24th day of May, 1996.

[Signature]

Notary Public

Judy K. Kiemeyer

Printed

My Commission Expires: April 8, 1998

My County of Residence: Marion

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

FINAL APPROVAL PLAT COMMITTEE METROPOLITAN DEVELOPMENT COMMISSION DEPARTMENT OF METROPOLITAN DEVELOPMENT MARION COUNTY, INDIANA	6-5 19 96	PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED	CHAIRMAN <i>[Signature]</i>	MEMBER <i>James J. [Signature]</i>	MEMBER <i>Shelley J. Chamberlain</i>	MEMBER <i>Mary Jo Woodruff</i>	MEMBER <i>Shelley [Signature]</i>	VOID UNLESS RECORDED BEFORE 10-11-97
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Creekside Woods Declaration is Instrument Number: 89-86320.