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**BILLIE J. BREAUX  
MARION COUNTY AUDITOR**

WARREN TOWNSHIP

JAN 02 2007

ASSESSOR  
Marion County

JAN 05 2007

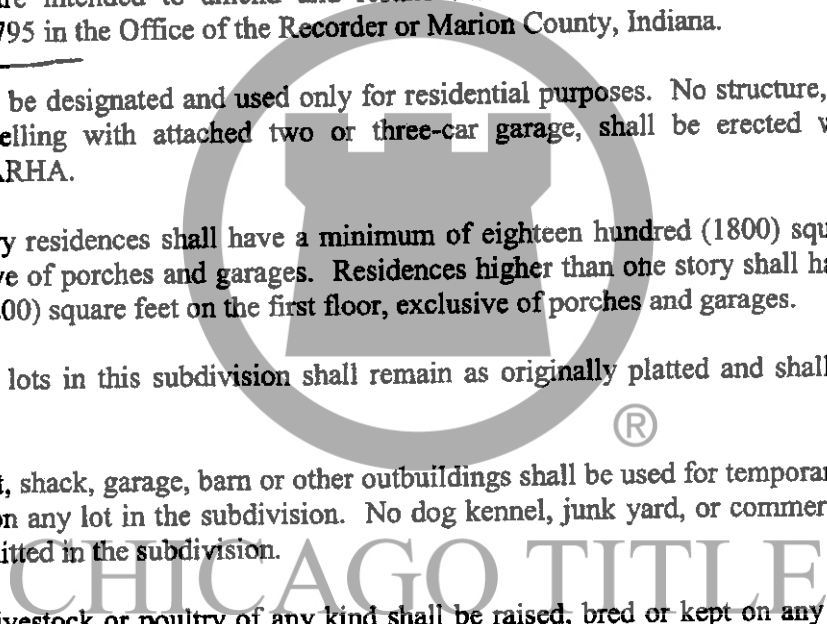
DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**665233**

**Autumn Ridge  
Amended and Restated  
Covenants and Restrictions**

The purpose of these covenants is to give assurance to each lot owner that no other lot owner within the protected area can use property in a way that will destroy value, change the character of the neighborhood or create a nuisance. These covenants have been prepared by the Autumn Ridge Development Corporation, are enforced by the Autumn Ridge Homeowners Association, Inc. (hereinafter the "ARHA"), and are intended to amend and restate the Covenants and Restrictions recorded as Instrument No. 87-55795 in the Office of the Recorder or Marion County, Indiana.

1. Each Lot shall be designated and used only for residential purposes. No structure, other than one (1) single-family dwelling with attached two or three-car garage, shall be erected without written permission from the ARHA.
2. All single-story residences shall have a minimum of eighteen hundred (1800) square feet on the ground floor, exclusive of porches and garages. Residences higher than one story shall have a minimum of twelve hundred (1200) square feet on the first floor, exclusive of porches and garages.
3. All numbered lots in this subdivision shall remain as originally platted and shall not be further subdivided.
4. No trailer, tent, shack, garage, barn or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in the subdivision.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other house-hold 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 owners' premises.
6. No building or structure shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback shown on the recorded plat.



7. All Water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedure of the Marion County Health Department or other civil authority having jurisdiction.

8. Perimeter drainage of all lots, building and septic systems shall be installed by the owner to exceed the minimum standards established by the Marion county Soil and Water Conservation District.

9. All driveways shall be paved with concrete, asphalt or other all-weather surface materials approved by the ARHA.

10. No noxious or offensive trade shall be permitted upon any lot in this subdivision, nor shall anything be done thereon 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.

11. There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as utility easements). No permanent or other structure or obstruction shall be erected or maintained on such utility easement, but each owner shall take title to that part of the utility easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through and over the utility easement. It is the responsibility of each homeowner to maintain proper drainage within these utility easements as originally established and approved by the City of Indianapolis.

12. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading. Upon failure to comply with this restriction, the ARHA may, at its election, following two weeks notice in writing take whatever remedial option it deems necessary, in its sole discretion and the reasonable costs thereof shall be enforceable against the lot owner and the lot in the same manner as provided in the Mechanics and Materialmens Lien Laws of the State of Indiana including the recovery of costs and reasonable attorneys fees.

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

14. Only heating storage tanks will be permitted and they must be buried below the ground.
15. All homes in this subdivision will be built by custom builders selected or approved by the ARHA.
16. All building plans (including the design, building placement, materials and color selections) must be submitted in writing and approved by the ARHA for the original construction, additions or alterations prior to starting construction. Such approval or disapproval will be provided in writing within 30 days of the request.
17. All outbuildings shall be constructed of new materials and be similar in appearance to the residence on the lot on which the outbuilding is being built. The placement of said outbuilding shall not be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement. The size, design and location of said outbuilding shall be approved by ARHA.
18. Satellite dishes less than one (1) meter in diameter may be installed without prior approval of the ARHA. In all other respects, outdoor television or other satellite dishes and similar equipment may only be installed with written permission of the ARHA.
19. No attachments or free-standing devices for communications, solar technology or other unapproved purposes will be permitted.
20. All lots on which construction has not begun must be mowed and maintained by the lot owner to the satisfaction of the ARHA. After construction, the structure and grounds of each lot and common area shall be maintained in a neat and attractive manner.
21. Garage doors shall not face the front, unless approved by the ARHA.
22. Only in-ground pools will be permitted and they must be in compliance with all applicable City, County and State laws, ordinances and regulations.
23. Fences will be restricted to the rear of the house. Sizes and design of fences must be submitted for approval to the ARHA. Any trees, shrubs or landscaping must be maintained such that they do not impair sightlines at intersections.
24. No prefabricated, package or concrete homes will be permitted upon any lot in this subdivision.

25. Block "A" as shown on the plat consisting of approximately .30 acres, shall be owned and maintained by owners of Lots #8, 9, 10, 11, 12, 13, and 14. Each of the seven lot owners shall have a one-seventh, undivided interest in block "A" as Tenants in Common and title of the undivided interest shall run with the respective lots and shall not be separated from the respective lots.

26. The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless changed by vote of a majority or the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any other covenant or restriction, which shall return in full force and effect.

27. The additional requirements of zoning classification D-2 are also part of the Covenants and Restrictions and are incorporated herein by reference.

28. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any lot owner or aggrieved person to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants and to prevent him or any of them from doing so, and to recover damages for such violation, including costs and reasonable attorney fees.

29. All present and future owners, mortgagees, tenants and occupants of the lots shall be subject to and shall comply with the Covenants and Restrictions contained herein. The acceptance of a deed of conveyance of any lot shall constitute an agreement that the Covenants and Restrictions contained herein are accepted and ratified by such owner and all such provisions shall be running with the land and shall bind any person having at any time an interest or estate in the lots as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations and other legal entities who may occupy, use, enjoy or control any lot in any manner, shall be subject to the Covenants and Restrictions contained herein.

30. After the owners have disposed of 100 percent of the lots, these Covenants and Restrictions shall be enforced by a committee of homeowners selected by a majority of the then owners in a meeting assembled as a homeowners association and appropriate minutes shall be made and maintained.

Executed this 27<sup>th</sup> day of December, 2006.

AUTUMN RIDGE HOMEOWNERS  
ASSOCIATION, INC.

By: Kevin N. Tharp  
Kevin N. Tharp  
Its: President

STATE OF INDIANA )  
) SS:  
COUNTY OF MARION )

Before me, a notary public in and for said county and state, personally appeared Autumn Ridge Homeowners Association, Inc. by Kevin N. Tharp, its President, who acknowledged the execution of the foregoing covenants and restrictions on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 29<sup>th</sup> day of December, 2006

My Commission Expires:  
4/26/08

Lana K. Martindale  
Notary Public

Residing in Hancock County

Lana K. Martindale  
(Printed)

Please return this document to



Kevin N. Tharp  
RILEY BENNETT & EGLOFF, LLP  
141 East Washington Street, Fourth Floor  
Indianapolis, Indiana 46204

**AFFIRMATION**

I, the preparer of this document, in accordance with IC 36-2-11-15, do hereby affirm under the penalties of perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Kevin N. Tharp

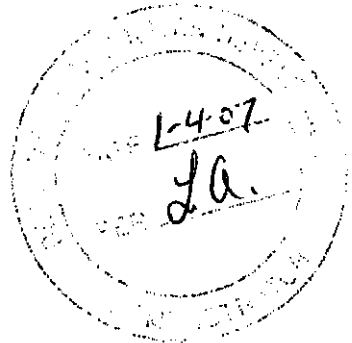


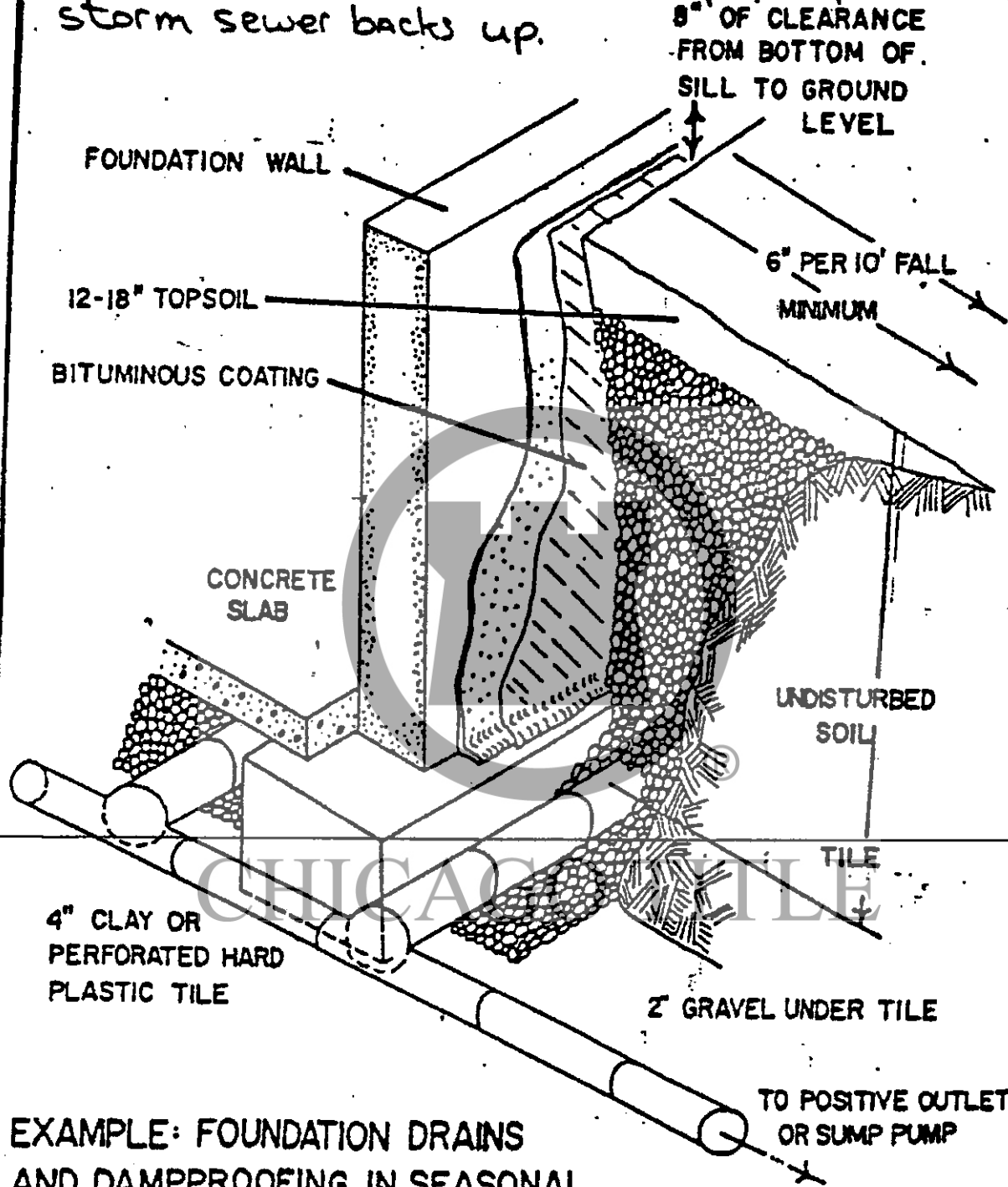
Exhibit "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 in Autumn Ridge, a Subdivision in Marion County, Indiana, as per plat thereof, recorded as Instrument No. 87-55794, in the Office of the Recorder of Marion County, Indiana.



CHICAGO TITLE

Install backflow valve between storm sewer and house - have sump pump in case storm sewer backs up.



EXAMPLE: FOUNDATION DRAINS AND DAMPPROOFING IN SEASONAL HIGH WATER TABLE SOIL TYPES

EXHIBIT "B"

TILE SET 42"  
TO 48" DEEP

FINGER SYSTEM

25 FT.  
MIN.

SLOPE TILE TO  
POSITIVE OUT-  
FALL, STORM  
SEWER OR  
SUMP PUMP

FOUNDATION DRAIN

CHICAGO TITLE

CONNECT TO UNDERGROUND STORM MANAGEMENT  
SYSTEM PROVIDED BY DEVELOPER.

EXAMPLE: SUB-SURFACE DRAINAGE  
AROUND SEPTIC SYSTEM  
AND HOUSE

REFERENCE  
AULTMAN RISE SUBDIVISION  
MARION CO., WARREN TWP.

US DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
INDIANA

NO SCALE  
4/20/84  
G. OSKAY



CROSS REFERENCE

# 870055794

870055795

AUTUMN RIDGE  
COVENANTS AND RESTRICTIONS

Chas. Z. Conrad  
MARION COUNTY AUDITOR  
MAY 18 1987 014243

M/00  
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The purpose of these covenants is to give assurance to each lot owner that no other lot owner within the protected area can use property in a way that will destroy value, change the character of the neighborhood or create a nuisance. These covenants have been prepared by the Autumn Ridge Development Corporation, hereinafter referred to as "OWNER".

1. Each Lot shall be designated and used only for residential purposes. No structure, other than one (1) single-family dwelling with attached two or three-car garage, shall be erected without permission from the owners or their assigns.
2. All single-story residences shall have a minimum of eighteen hundred (1800) square feet on the ground floor, exclusive of porches and garages. Residences higher than one story shall have a minimum of twelve hundred (1200) square feet on the first floor, exclusive of porches and garages.
3. All numbered lots in this subdivision shall remain as originally platted and shall not be further subdivided.
4. No trailer, tent, shack, garage, barn or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in the subdivision.
5. 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 owners premises.
6. No building or structure shall be located on any lot nearer to the front line or nearer the side line than the minimum building setback shown on the recorded plat.
7. All Water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedure of the Marion County Health Department or other civil authority having jurisdiction.
8. Perimeter drainage of all lots, buildings and septic systems shall be installed by the owner to exceed the minimum standards established by the Marion County Soil and Water Conservation District.
9. All driveways shall be paved with concrete asphalt or other all-weather surface materials as provided by the owner or its

RECEIVED FOR RECORD  
BETH C. CASHLIN  
RECORDER MARION CO.  
MAY 18 9 36 AM '87

assigns.

10. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon 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.
11. There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as utility easements). No permanent or other structure or obstruction shall be erected or maintained on such Utility Easement, but each owner shall take title to that part of the utility easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through and over the utility easement.
12. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading. Upon failure to comply with this restriction, Owner may, at its election, following two weeks' notice in writing take whatever remedial option it deems necessary, in its sole discretion and the reasonable costs thereof shall be enforceable against the lot owner and the lot in the same manner as provided in the Mechanics and Materialmens Lien Laws of the State of Indiana including the recovery of costs and reasonable attorneys fees.
13. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. Except for personal automobiles, vans and pick-up trucks, no camper, trailer, mobile home, boat, truck or other vehicle of any kind may be parked in the Development unless such vehicle is kept in the garage.
14. Only heating oil storage tanks will be permitted and they must be buried below the ground.
15. All homes in this subdivision will be built by custom builders selected or approved by the owners or their assigns.
16. All building plans (including the design, building placement, materials and color selections) must be approved by the owners or their assigns for the original construction, additions or alterations prior to starting construction. Such approval or disapproval will be provided in writing within 15 days of the request.
17. All outbuildings shall be constructed of new materials and

be similar in appearance to the residence on the lot on which the outbuilding is being built. The placement of said outbuilding shall not be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement. The size and design of said out building shall be approved by the owners or their assigns.

18. All communication antenna shall be placed indoors and out of view. Communication devices for transmission are not approved.

19. No attachments or free-standing devices for communications, solar technology or other unapproved purposes will be permitted.

20. All lots on which construction has not begun must be mowed and maintained by the lot owner to the satisfaction of the owners or its assigns. After construction, the structure and grounds of each lot and common area shall be maintained in a neat and attractive manner.

21. Garage doors shall not face the front, unless approved by the owner or its assigns.

22. Only in-ground pools will be permitted. ®

23. Fences will be restricted to the rear of the house. Sizes and design of fences must be submitted for approval to the owner or its assigns. Any trees, shrubs or landscaping must be maintained such that they do not impair sightlines at intersections.

24. No prefabricated, package or concrete homes will be permitted upon any lot in this subdivision.

25. Block "A" as shown on the plat consisting of approximately 30 acres, shall be owned and maintained by owners of Lots #8, 9, 10, 11, 12, 13 and 14. Each of the seven lot owners shall have a one-seventh, undivided interest in block "A" as Tenants in Common and title of the undivided interest shall run with the respective lots and shall not be separated from the respective lots.

26. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2007, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any other covenant or restriction, which shall return in full force and effect.

27. The additional requirements of zoning classification D-2 are

870055795

also a part of the covenants and Restrictions and are incorporated herein by reference.

28. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any lot owner or aggrieved person to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants and to prevent him or any of them from doing so, and to recover damages for such violation, including costs and reasonable attorney fees.

29. All present and future owners, mortgagees, tenants and occupants of the lots shall be subject to and shall comply with the restrictions and covenants contained herein. The acceptance of a deed of conveyance of any lot shall constitute an agreement that the covenants and restrictions contained herein are accepted and ratified by such owner and all such provisions shall be running with the land and shall bind any person having at any time an interest or estate in the lots as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations and other legal entities who may occupy, use, enjoy or control any lot in any manner, shall be subject to the covenants and restrictions contained herein.

30. After the owners have disposed of 100 percent of the lots, these covenants shall be enforced by a committee of homeowners selected by a majority of the then owners in a meeting assembled as a homeowners association and appropriate minutes shall be made and maintained.

Executed this 18th day of May, 19 87.

Autumn Ridge Development Corporation.

By: Lawrence M. Ness  
President

Attest:

Michael C. Howard  
Secretary

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a notary public in and for said county and state, personally appeared Autumn Ridge Development Corporation by Lawrence M. Ness and Michael C. Howard, its President and Secretary, who acknowledged the execution of the

foregoing covenants and restrictions on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

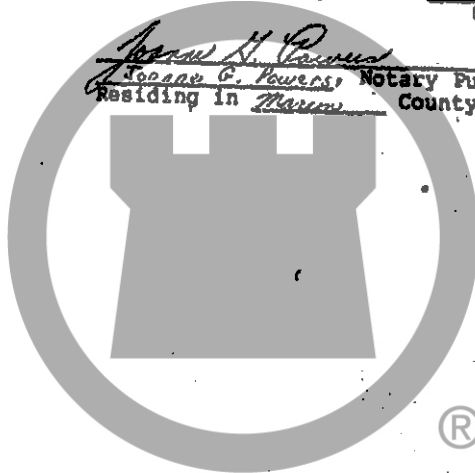
Witness my hand and notarial seal this 18th day of May, 1987.

*Joseph C. Powers*  
Joseph C. Powers, Notary Public  
Residing in Marengo County In.

My Commission Expires:

10-11-89

code 12/86NESS.1-.2

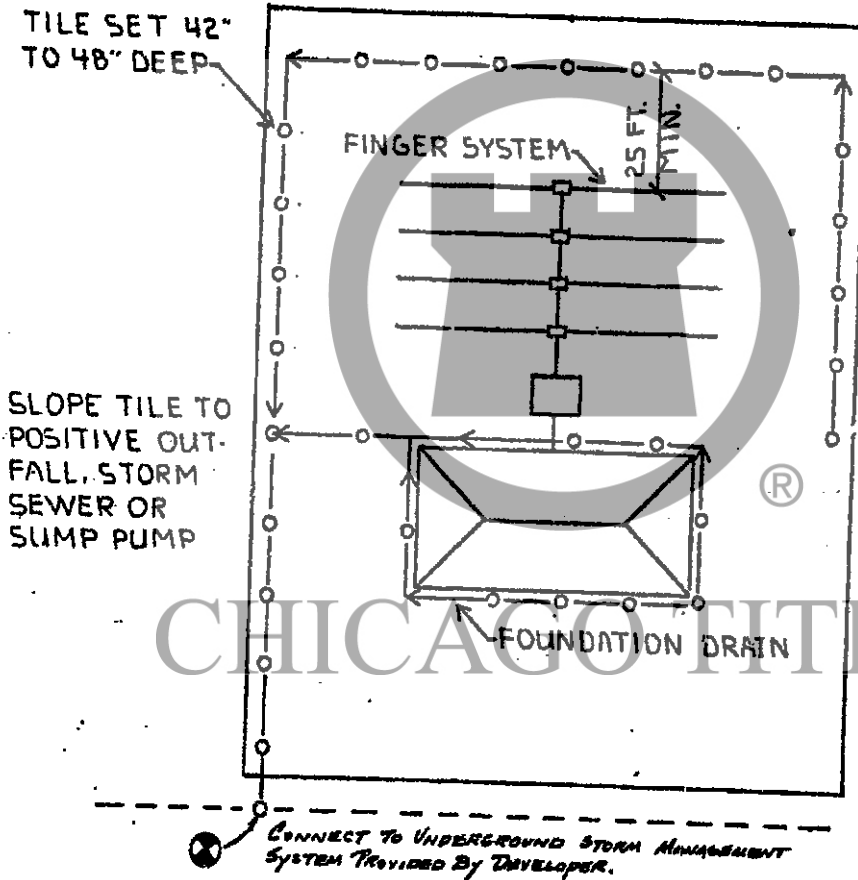


CHICAGO TITLE

870055795

IN-ENG 147 (10 75)

### EXHIBIT "B"



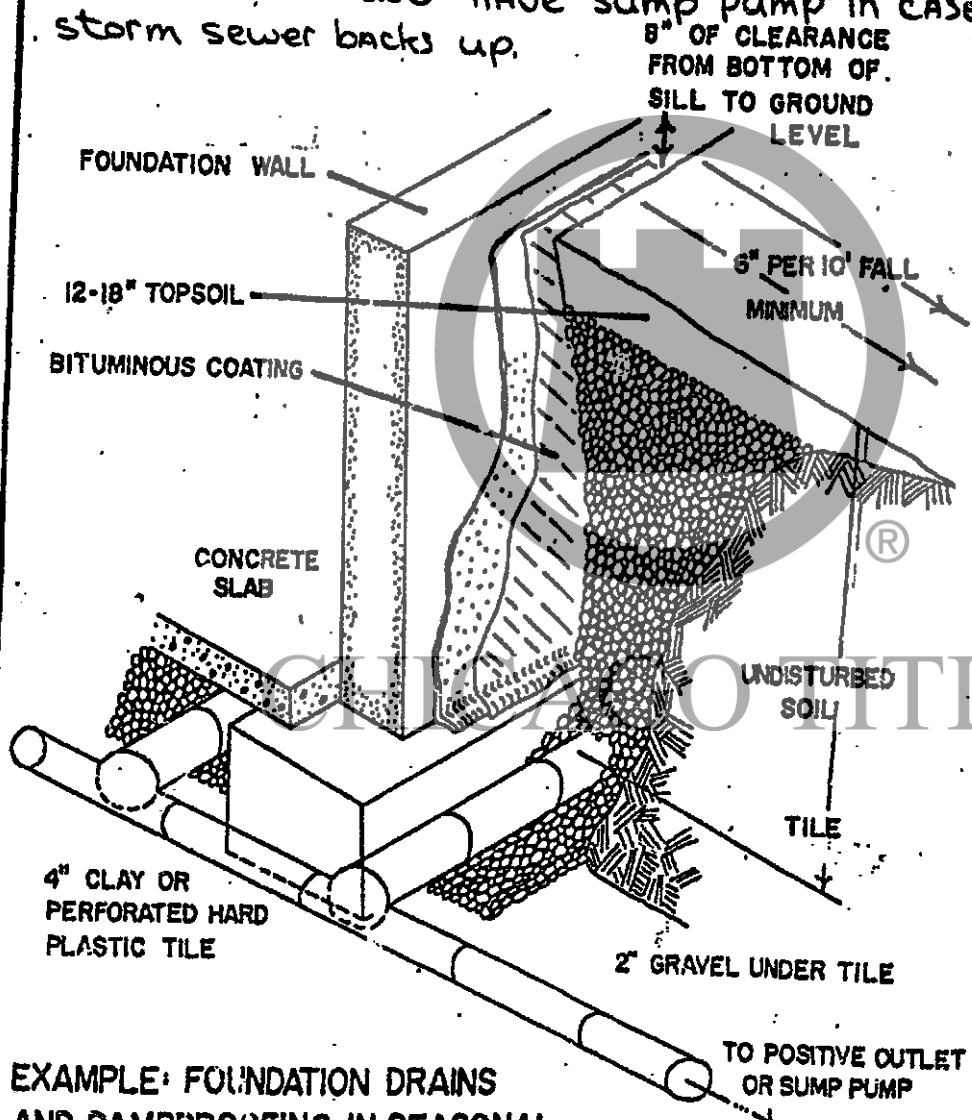
EXAMPLE: SUB-SURFACE DRAINAGE  
AROUND SEPTIC SYSTEM  
AND HOUSE  
870055795

REFERENCE  
AUTUMN ROSS SUBDIVISION  
MARION Co., WARREN TWP.

US DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
INDIANA

NO SCALE  
4/20/84  
G. OSKAY

Install backflow valve between storm sewer and house - have sump pump in case storm sewer backs up.



EXAMPLE: FOUNDATION DRAINS AND DAMPPROOFING IN SEASONAL HIGH WATER TABLE SOIL TYPES 870055795

MAY WISH TO DROP  
 PARTIAL IF POSSIBLE