

COVENANTS

FOUNTAIN SPRINGS

8

The undersigned Owners of record of the foregoing real estate located in Marion County, State of Indiana, hereby plat and subdivide the same in accordance with the plat and certificate.

This Subdivision shall be known and designed as Fountain Springs, Section One a residential subdivision in Marion County, State of Indiana.

The streets, sidewalks, and rights-of-way contained herein and labeled as public right-of-way, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked utility easements shown on this plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires and other equipment used in the provision of utility services to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof, except fences and sidewalks, shall be built, erected or maintained on said utility easements.

There are strips of ground marked drainage easements shown on this plat which are hereby reserved to the City of Lawrence and the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof, except fences which do not regard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use and for any proper agency or department of the City of Lawrence and the Indianapolis Department of Public Works. The City of Lawrence and the Indianapolis Department of Public Works are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Indianapolis Department of Public Works and the City of Lawrence and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply including failure to comply with the Indianapolis Department of Public Works and Federal Housing Administration lot grading regulations and recommendations for construction of any building area including basements or lower levels of multi-level homes, below the minimum pad elevations shown on

Inst # 1994-0023734

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the Drainage Plan, shall operate as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to owners or other land contained within the plat, upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

The lots of this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

- 1) No use shall be made of any lot in this subdivision except as permitted by the regulations of the dwelling districts zoning ordinance of Marion County, as amended for the zoning classification under which this project is developed.
- 2) No lot shall be used except for residential purposes and only for one single-family dwelling with an attached private garage. No carports or structures with open sides shall be permitted on any lot. No detached building shall be permitted.
- 3) All lots in this subdivision shall be designated as residential lots, and no home shall exceed to and one-half stories of thirty-five feet in height. No two-family or multi-family dwellings shall be permitted on any lot in this development.
- 4) Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall conform to a minimum living area (exclusive of one-story open porches, unfinished basements, attached garages, and any other area not considered part of the living area) of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least nine hundred (900) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.
- 5) Each single family residence constructed upon any lot within this subdivision shall include at a minimum an attached two-car garage. The means of ingress and egress to said attached garage shall be over a hard surface driveway constructed of concrete, asphalt, or brick. No gravel or stone driveways shall be permitted.
- 6) Every residence constructed upon any lot within this subdivision shall have a minimum of twenty-five percent (25%) masonry construction (brick or stone). This 25% requirement shall be exclusive of any planters (or like separate structures), foundation block, sidewalks, patios, or driveways. No aluminum siding shall be permitted on any structure within this development.
- 7) No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any lot for use as residence either temporarily or permanently or at any time be used for such purpose.

- 8) The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.
 - 9) No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Owners of undeveloped or unoccupied lots shall at all times keep and maintain such lots in an orderly manner causing weeds and other growth to be reasonably cut to a maximum height of six (6) inches.
 - 10) No noxious compost or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence. The Architectural Control Committee shall define "reasonable time" as necessary.
 - 11) No tanks for the storage of fuel placed on any lot outside of any structure or building permitted by these covenants shall be located below the surface of the ground.
 - 12) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other animals generally and customarily recognized as household pets, provided they are not kept, bred or maintained for any commercial purpose.
 - 13) No boat, trailer or camper of any kind shall be kept or parked upon any lot except within the garage or other approved structure. Overnight parking on street for guests only.
 - 14) Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Control Committee will be permitted, except that in no case will such fences be permitted within the public right-of-way. The building lines which are from public right-of-way lines are parallel to and 25 feet measured perpendicularly from these public right-of-way lines unless otherwise dimensioned.
 - 15) Every building or part thereof shall be so located as to provide a seven (7) foot side yard with a combined side yard aggregate of fourteen (14) feet (in accordance with the Marion County Zoning Ordinance of 1966, as amended for the D-2 cluster zoning classification) except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or drainage easements which serves lots beyond the lots owned by the common owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage or utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same owner or owners. Notwithstanding the regulation of the D-2
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zoning ordinance the minimum rear yards for any lot within this subdivision shall be twenty (20) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open spaces plus one half of the total horizontal area of all covered open space shall comprise at least seventy percent of the total lot area.

16) No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between 2 and 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 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 all lots within 10 feet from the intersection of a street line with the edge of a driveway pavement. No driveway shall be located within forty (40) feet of the intersection of two street lines. No tree shall be permitted to remain within 10 feet from the intersection of a street line with the edge of a driveway unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines and the street curb. No fences shall exceed three and one-half (3½) feet in height except to screen a patio or inground swimming pool. All fences (shadow box fence only), walls or mailboxes and posts shall not be erected, placed, or altered without the written approval of the Architectural Control Committee.

17) No house footing drain or roof water drain shall be discharged into the sanitary sewers.

18) All dwellings shall contain garbage disposals. No outside trash burners shall be permitted.

19) It shall be the lot owner's responsibility to comply precisely with all building and site finish grades as required and approved by the Indianapolis Department of Public Works and the Architectural Control Committee as evidenced upon the plat and construction plans for this development.

20) No towers, antennas, masts, satellite dishes or any kind shall be allowed on any lot in this subdivision without the written approval of the Architectural Control Committee.

21) No oil or water drilling, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any lot.

22) No individual water supply system shall be permitted on any lot without prior written approval by the Architectural Control Committee. After approval an individual water supply system shall be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. Geo-thermal systems shall be approved by all applicable agencies prior to installation. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends aesthetically with the structure and adjacent properties.

No individual sewage disposal system of any kind will be permitted on any lot of this development.

23) No trash or building materials may be burned or buried on any lot within the development and all lots shall be kept clean at all times during construction. Fence bins shall be used and located on each lot during any construction, with all trash and excess materials stored therein and removed when full.

24) Any field tile or underground drain which is encountered during construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

25) Above the ground swimming pools shall not be permitted or constructed on any lot.

26) The finished yard elevations at the house site on lots in this subdivision shall not be lower than the elevations shown on the general development plan, and/or recorded plat. Builders shall sod all front yards, 10 feet on each side. The corner lot both sides shall be sodded. Install two 2½-3" caliber trees and a minimum of 10 shrubs.

27) Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Marion County Surveyor and the Indianapolis Department of Public Works. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Indianapolis Department of Public Works. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Indianapolis Department of Public Works will cause said repairs to be accomplished, and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

28) All construction commenced on any lot within the development shall be completed within one hundred twenty (120) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. The undersigned and all property owners within Fountain Springs shall have standing and authority to seek an injunction or order for the removal of all materials and partially completed structures in violation of this covenant.

29) The easement for landscape maintenance provided along the south property line of all lots abutting the right-of-way for East 63th Street is for the purpose of providing access to maintain the grassed areas and landscaping is reasonably required until such time as eighty percent (80%) of the lots in the development have been sold to initial buyers. Thereafter, and upon notice to the then owners of such lots, the said owners shall be required to maintain the said grassed areas

and landscaping as reasonably required to insure conformity with the requirements of this plat. Existing landscaping, as installed or replaced by the Declarant, shall not be removed or replaced by the Declarant, shall not be removed or destroyed except for reasonable cause.

30) An Architectural Control Committee is hereby created which shall be known as Fountain Springs Architectural Control Committee and shall consist of three members. Said initial members of the Architectural Control Committee will be appointed jointly by the persons who have executed this plat. Those people who have executed this plat will also have the right to replace the members of the Architectural Review Committee with the rights of appointing additional members. The Committee may designate a representative to act for it. In the event of the death, disability or resignation of the originally appointed member or members, the remaining members will be authorized to select the successor or successors to fill the vacancies thereby created. Committee members and representatives thereof shall not be entitled to any compensations for his or her services. A majority of the members of the committee will be authorized to: (1) determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development; (2) determine if quality workmanship and materials are to be employed and if finish grade elevations respect the surrounding topography; (3) determine if the proposed structure location will preserve as much of the existing topography, trees and foliage as possible; and (4) whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. The Architectural Control Committee shall also undertake such other duties and responsibilities as may be assigned to it. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but may be evidenced informally in writing and approved by a majority thereof. Prior to obtaining a building permit for any structure upon a lot within this subdivision, the building plans, plot plan (showing the structure location with all ground and finished floor elevations specified thereon), specifications and plans for landscaping and any other data or information which may be requested must be submitted to the Architectural Control Committee for its approval. All building plans, plot plan and specifications shall bear the form for approval and signatures by the Architectural Control Committee, or its duly authorized representatives before any building permit will be issued. The approval form to be used shall be the following, to wit:

The Site and Building Plan for Lot No. _____ in Fountain Springs has been approved for permits and construction by _____ only, as the Building Contractor for the lot owner, all as required by the plat of Fountain Springs.

Fountain Springs
Architectural Control Committee

By: _____

31) The owner of any lot, developer, or their successors or assigns, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, or covenants imposed by these Covenants, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the restrictions. No delay or failure by any person to enforce any restrictions or to involve any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. In the event that Declarant shall deem it necessary to enforce any restrictions, the lot owner shall pay reasonable attorney's fees and court costs if Declarant shall prevail in said litigation.

32) All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

33) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which will continue to remain in full force and effect.

34) These restrictions are hereby declared to be Covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of then ten (10) years, unless at any time after fifteen (15) years by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

35) Whenever the terms "undersigned," "developer," or "declarant" are used in this document, they shall be defined as Crooked Creek at Geist Development Corporation, Inc., its successors, or assigns.

35) The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. 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.

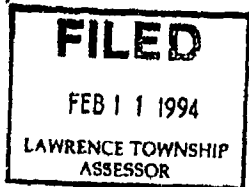
In Testimony Whereof, witness the signature of Owner and Declarant this 10 day of Feb
1994.

CROOKED CREEK AT GEIST DEVELOPMENT CORPORATION, INC.

By: Richard E. Jones, president
Richard E. Jones, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I, the undersigned, a Notary Public duly commissioned to take acknowledgements and administer oaths in the State of Indiana, certify that Richard E. Jones, President, personally appeared before me and acknowledged the execution of the foregoing indenture, as his duly authorized act, this 10 day of February, 1994.



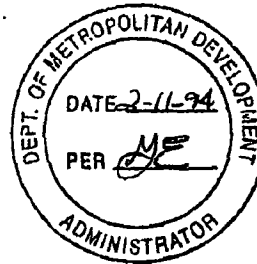
Patricia A. Kenney
Notary Public

Patricia A. Kenney
Printed Name

My Commission Expires: 7-19-94

County of Residence: Hamilton

M. J. VON ARX
ASSISTANT
FEB 11 5 04 28 41
ASSISTANT
ASSISTANT





CONSULTING ENGINEERS
LAND SURVEYORS

R.M. Stoeppelwerth, PE, PLS • David J. Stoeppelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffery W. Darling, PLS

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AMENDMENT TO THE FOUNTAIN SPRINGS SUBDIVISION COVENANTS

I, the undersigned Richard E. Jones hereby certify the covenants of Fountain Springs recorded as Instrument #940023734 in the Office of the Recorder of Marion County, Indiana, contains an error in the Masonry Requirements. The incorrect information is shown above with the corrected information shown below.

6) Every residence constructed upon any lot within this subdivision shall have a minimum of twenty-five percent (25%) masonry construction (brick or stone). This 25% requirement shall be exclusive of any planters (or like separate structures), foundation block, sidewalks, patios, or driveways. No aluminum siding shall be permitted on any structure within this development.

INCORRECT

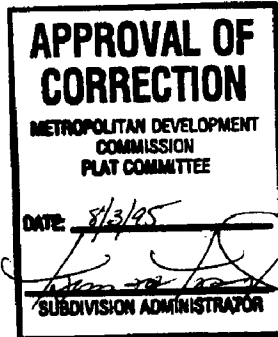
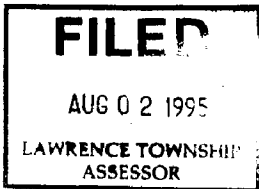
6) Every residence constructed upon any lot within this subdivision shall have a minimum of twenty percent (20%) masonry construction (brick or stone) front only. This 20% requirement shall be exclusive of any planters (or like separate structures), foundation block, sidewalks, patios, or driveways. No aluminum siding shall be permitted on any structure within this development.

CORRECT

Witness my signature this 2nd day of August, 1995.

Richard E. Jones

Richard E. Jones
Crooked Creek at Geist Development Co., Inc.



JOHN R. VON ARX
MARION COUNTY AUDITOR
010277 AUG-3 95
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

08/03/95 10:37AM JOAN N. ROMERIL MARION CTY RECORDER CLP 12.00 PAGES: 2
Inst # 1995-0094119

State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard E. Jones, Crooked Creek at Geist Development Co., Inc., and acknowledged the execution of this Instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 2nd day of August, 1995.

Maxine H. Webb
Maxine H. Webb, Notary Public

My commission expires: 12-12-95
County of Residence: Hamilton

THIS INSTRUMENT PREPARED BY STOEPPELWERTH & ASSOCIATES, INC.

METES/17131CR





CONSULTING ENGINEERS
LAND SURVEYORS

R.M. Stoepelwerth, PE, PLS • David J. Stoepelwerth, PE, PLS • Curtis C. Hall, PLS • Dennis D. Olmstead, PLS • Jeffrey W. Darling, PLS
SURVEYOR'S CORRECTION



I, the undersigned Registered Land Surveyor, certify that the plat of Fountain Springs, Section 1, recorded as Instrument #940018767 in the Office of the Recorder of Marion County, Indiana, contains an error in the legal. Listed below are the incorrect and the correct legal description.

INCORRECT

Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 5 East in Marion County Indiana.

CORRECT

Part of the Northwest Quarter of the Southwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 5 East in Marion County, Indiana.

Witness my signature the 22nd day of June, 1994.

FILED
JUN 23 1994
LAWRENCE TOWNSHIP
ASSESSOR

Dennis D. Olmstead
Dennis D. Olmstead
Registered Land Surveyor
No. 900012



State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis D. Olmstead, Stoepelwerth & Associates, Inc., and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 22nd day of June, 1994.

Maxine H. Webb
Maxine H. Webb, Notary Public



County of Residence: Hamilton
My Commission Expires: December 12, 1994

THIS INSTRUMENT PREPARED BY DENNIS D. OLMSTEAD

DDO94/17131SC

APPROVAL OF CORRECTION
METROPOLITAN DEVELOPMENT COMMISSION
PLAT COMMITTEE
DATE: 6-23-94
[Signature]
COMMISSION ADMINISTRATOR



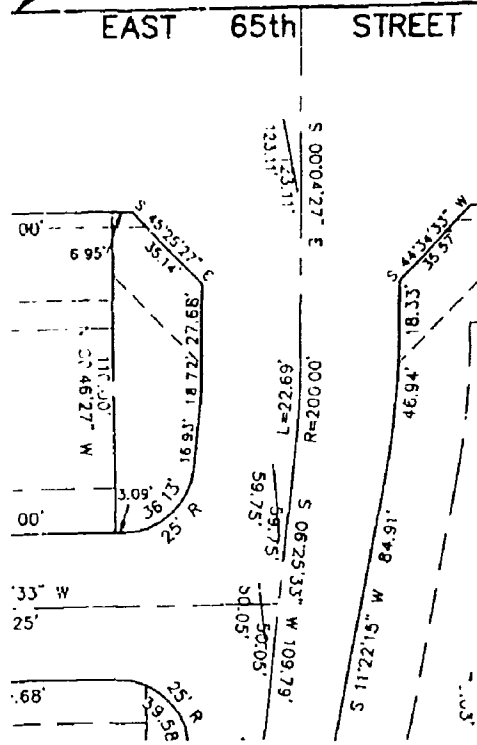
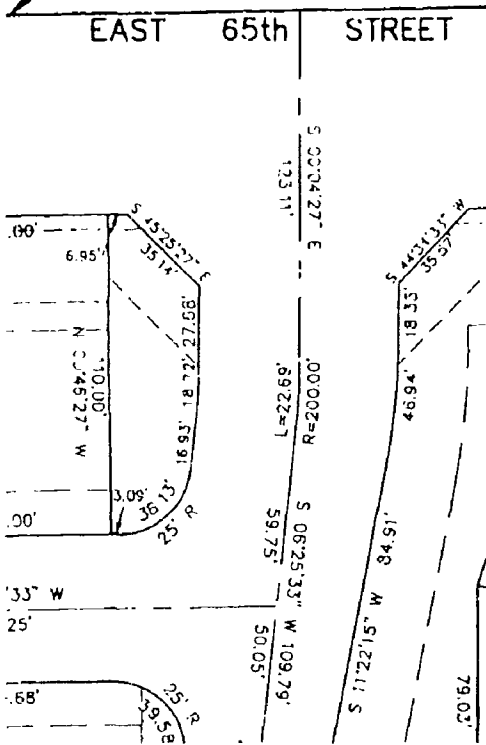
CONSULTING ENGINEERS
LAND SURVEYORS
9940 Allisonville Rd. • P.O. Box 50990 • Indianapolis, IN 46250
(317) 847-5935 • 1-800-720-6911 • FAX: (317) 847-5942

JOB NO. 17430

CONTROL # _____

NORTH LINE S.W. 1/4
SECTION 34--117N--R5E

NORTH LINE S.W. 1/4
SECTION 34--117N--R5E



INCORRECT

CORRECT

SURVEYOR'S CORRECTION

I, the undersigned Registered Land Surveyor, certify that the plat of Oakland Meadows, Section One, Phase One, recorded as Instrument #94-170521 in the Office of the Recorder of Marion County, Indiana, contains an error. The incorrect information is crossed out and the correct information is shown below the incorrect information as follows:

Witness my signature this 22nd day of June, 1994.

David J. Stoppelwerth

David J. Stoppelwerth
Registered Land Surveyor
No. S0474



State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David J. Stoppelwerth, Stoppelwerth & Associates, Inc., and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 22nd day of June, 1994.

Maxine H. Webb

Maxine H. Webb, Notary Public



County of residence: Hamilton
My Commission Expires: December 12, 1995

THIS INSTRUMENT PREPARED BY DAVID J. STOEPPELWERTH
02594/174805C