

HIDDEN CREEK AT GEIST
SECTION ONE
COVENANTS

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 designated as Hidden Creek at Geist, 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 service 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 retard 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 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 of 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 ordinances 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. One detached building shall be permitted on each lot not to exceed ten (10) feet by twelve (12) feet and one story in height. Detached buildings shall be located behind the living structure and shall match the exterior of the living structure. The Architectural Control Committee shall approve in writing all structure locations prior to obtaining a building permit.
- 3) All lots in this subdivision shall be designated as residential lots, and no home shall exceed two and one-half stories or 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 fourteen hundred (1400) 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 25 per cent (25%) masonry construction (brick or stone). This 25 per cent requirement shall be exclusive of any planters (or like separate structures), foundation block, sidewalks, patios, or driveways. No aluminum or vinyl siding shall be permitted on any structure within this development. The exterior surface shall have the written approval of the Architectural Control Committee.
- 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.

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- 10) No noxious 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) Any tank 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.
- 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 six (6) foot side yard with a combined side yard aggregate of sixteen (16) feet in accordance with the Marion County Zoning Ordinance of 1966, as amended for D-3 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 easement 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 these 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-3 zoning ordinance the minimum rear yards for any lot within this subdivision shall be twenty feet (20) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open space plus on 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 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, form 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 fence shall exceed three and one-half (3-1/2) feet in height except to screen a patio or inground swimming pool. All fences, 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 Works and the Architectural Control Committee as evidenced upon the plat and construction plans for this development.
- 20) No towers, antennas, masts, satellite dishes of 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 drillings, 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. All propane tanks must be buried.
- 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. Geothermal systems of the Indiana agencies prior to installation. Solar heating systems shall be approved by all applicable agencies prior to construction. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and esthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends esthetically 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. Dumpsters shall be used and located on each lot during full 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.

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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 Hidden Creek at Geist 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 75th Street is for the purpose of providing access to maintain the grassed areas and landscaping installed by the Declarant. Declarant shall maintain such areas and landscaping as 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 maintain 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 Hidden Creek at Geist 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 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 permit for any (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 representative before any building permit will be issued. The approval form to be used shall be the following, re-wit:

The Site and Building plan for Lot No. _____ in Hidden Creek at Geist has been approved for permits and construction by _____ only, as the Building Contractor for the lot owner, all as required by the plat of Hidden Creek at Geist.

Hidden Creek at Geist
Architectural Control Committee

By _____

- 11) 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 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", "developed", or "declarant" are used in this document, they shall be defined as Crooked Creek at Geist Development Corporation, Inc., its successors, or assigns.

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CROSS REFERENCE

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AGREEMENT TO MODIFY THE EASEMENT COVENANTS.
We, the undersigned, are the owners that comprise the property that was once described as follows:

SEE TRIBUT "A" AFFIRED HILPEIN AND MADE A PART HEREOF
We hereby order that the Restrictive Government identified as Item Number 1 of the Restrictive Covenants dated April 7, 1977 and recorded July 12, 1975 as Instrument #7-44157 in the office of the Recorder of Marion County, Indiana, which prohibits the dividing of any portion of the above described real estate into parcels less than one and one-half (1.5) acre and which contains more than one (1) dwelling, is now made null and void and shall have no further affect on the above described real estate.

Eric C. Shin Dated: May 16, 1988
Eric C. Shin

Kip Scott Shain Dated: May 16, 1988
Kip Scott Shain

Gary G. McShie Dated: May 18, 1988
Gary G. McShie

Linda Johnson McGhie Dated: May 18, 1988
Linda Johnson McGhie

Ernest J. Mattick Dated: 5-12-88
Ernest J. Mattick

John Line A. Mattick Dated: May 19, 1988
John Line A. Mattick

Albert F. Tackett Dated: 5-18-88
Albert F. Tackett

Marilyn Tackett Dated: 5-18-88
Marilyn Tackett

Jack A. McEl Dated: May 16, 1988
Jack A. McEl

Robert E. Thickett Dated: May 16, 1988
Robert E. Thickett

John G. Johnson Dated: May 17, 1988
John G. Johnson

Philip A. Johnson Dated: May 17, 1988
Philip A. Johnson

James J. Johnson Dated: May 17, 1988
James J. Johnson

George E. Harrick Dated: May 17, 1988
George E. Harrick

Ethelene R. Harrick Dated: May 17, 1988
Ethelene R. Harrick

Mark J. Wagoner Dated: May 11, 1988
Mark J. Wagoner

Nelda M. Wagoner Dated: May 11, 1988
Nelda M. Wagoner

CRODGEDD CREEK AT BEIST DIV. CO., INC.
by: Charles E. Wagoner Dated: May 16, 1988

CURTIS COOKROD
MAYOR
JUN 8 1988 015892
RECEIVED FOR RECORD
DULY ENTERED
FOR TAXAL GOV
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FILED
JUN 08 1988
LAWRENCE TOWNSHIP
ASSESSOR

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EXHIBIT "A"

Part of 60 acres of ground taken by a line drawn parallel with the West line of said Quarter Section, off the West side of the Northeast Quarter of Section 27, in Township 17 North of Range 5 East of the Second Principal Meridian in Marion County, Indiana, described as follows: Beginning at a point on the South line of said 60 acres of land distant 300 feet West of the Southeast corner thereof; thence North parallel with the East line thereof 435.6 feet to a point; thence East parallel with the South line thereof 300 feet to the East line thereof; thence North on and along the East line 344.40 feet to a point; thence West parallel with the South line thereof 990 feet more or less to the West line of said Quarter Section; thence South on and along the West line thereof 780 feet to the South line of said Quarter Section; thence East on and along said South line 690 feet, more or less, to the place of beginning, containing 14.7 acres, more or less.

A Part of the Southeast 1/4 of the Northwest 1/4 or Section 27, Township 17 North, Range 5 East, Lawrence Township, Marion County, State of Indiana and being more particularly described as follows: Beginning at the Southwest corner of said 1/4 1/4 Section; thence North 39 degrees 01 minutes 00 seconds East 756.59 feet to the point of beginning of this tract; thence North 1063.55 feet to a point; thence North 76 degrees 01 minutes 00 seconds East 0.92 feet to a point; North 00 degrees 16 minutes 00 seconds East 71.50 feet to a point; thence North 71 degrees 00 minutes 00 seconds East 125.27 feet to a point; thence South 1063.55 feet to the South line of said 1/4 1/4 Section; thence South 89 degrees 01 minutes 00 seconds West 120.00 feet along the South line of said Section to the point of beginning and containing 2.873 acres.

Beginning at the Southwest corner of said 1/4 1/4 Section, thence North 89 degrees 01 minutes 00 seconds East 374.59 feet to the point of beginning of this tract, thence North 1063.55 feet to a point, thence North 71 degrees 00 minutes 00 seconds East 90.94 feet to a point thence South 1091.51 feet to a point on the South line of said 1/4 1/4 Section thence South 89 degrees 01 minutes 00 seconds West 66.00 feet along the South line of said 1/4 1/4 Section to the point of beginning and containing 2.127 acres.

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