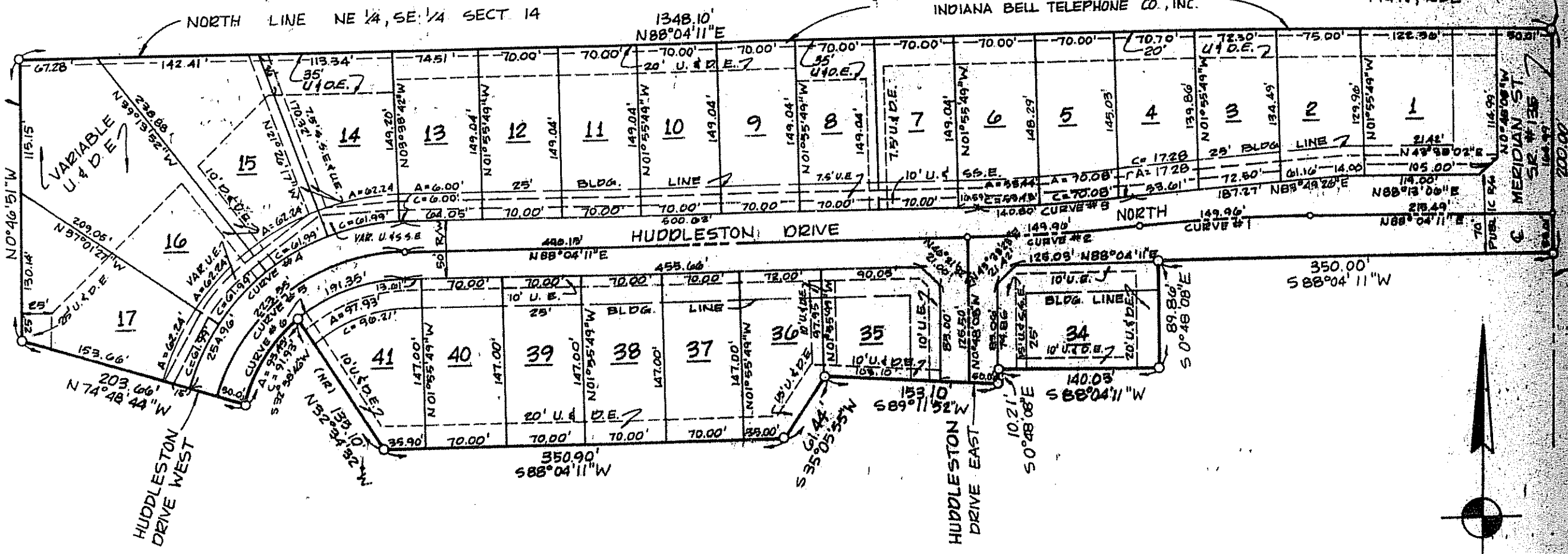


# HUDDLESTON ESTATES - SECTION I

870087955

NE CORNER NE 1/4 SE 1/4 SECT 14 T14N, R3E

5' RIGHT-OF-WAY AGREEMENT TO BENEFIT INDIANA BELL TELEPHONE CO., INC.



# HUDDLESTON

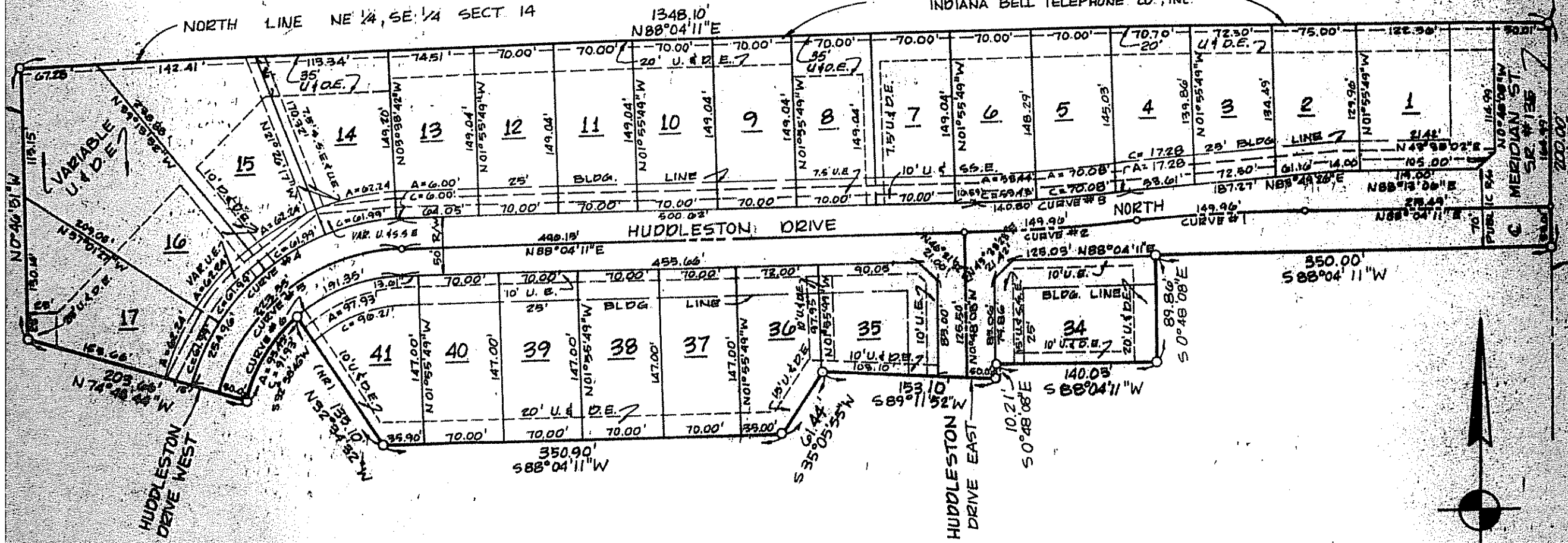
# ESTATES - SECTION I

870087955

NE CORNER NE 1/4  
SE 1/4 SECT 14  
T14N, R3E

5' RIGHT-OF-WAY AGREEMENT TO BENEFIT  
INDIANA BELL TELEPHONE CO., INC.

NORTH LINE NE 1/4, SE 1/4 SECT. 14



# HUDDLESTON ESTATES SECTION I

## RESTRICTIVE COVENANTS

870087955

Fences, Mailboxes and Trees - Tree Control Plan. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two trees growing upon it in the front yard by the time the house is completed. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of a wood siding product and a minimum of thirty (30%) percent brick or stone (partial masonry front) material other than tar paper, rollbrick siding, aluminum siding, vinyl siding or any other similar material. No house shall have metal pre-fabricated flues that extend above the highest roof line. All driveways must be paved with concrete. All outbuildings shall be constructed of wood or wood products.

Garages Required. All residential dwellings in the Development shall include a two car attached garage of the same construction as the dwelling.

Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No

### 3. Remedies.

A. In General. Any party to whose benefit these Restrictions inure to the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the party shall not be liable for damages of any kind to any person for whom it is either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to any one or more of these Restrictions shall be held to be a waiver of that party (or an estoppel of that party to assert) any right to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Right to Enforce. The right to enforce each and all of the conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation of the injunction or other legal process, is hereby reserved to every owner of the several lots in this subdivision, their heirs, assigns, who shall be entitled to such injunctive relief without the requirement to show any damages, together with reasonable attorney's fees. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority, to enforce any covenants or other limitations contained in this plat other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing shall be construed to prevent the Metropolitan Commission from enforcing any provisions of the Subdivision Control Ordinance 56-40-3, or the approval of this plat by the

This subdivision shall be known and designated as "Huddleston Estates - Section I" (hereinafter referred to as The Development), a residential subdivision in Marion County, Indiana. The Developer Ridgewood Construction Inc. (hereinafter referred to as The Developer).

The streets and right-of-way as shown on the plat shall be dedicated to the public and maintained by the Indianapolis Department of Transportation.

There are strips of land shown on the plat marked as follows:

"Drainage Easements" which are hereby reserved for the installation and maintenance of drainage improvements (swales, ditches, pipes, manholes, inlets, etc.)

"Sanitary Sewer Easements" which are hereby reserved for the installation and maintenance of sanitary sewer facilities (pipe, manholes, cleanouts, etc.) on the main line.

"Utility Easements" which are reserved for public utilities (electricity, gas, water, telephone, cable television, communication networks, etc.) not including transportation companies, for the installation and maintenance of poles, cables, wires, lines, ducts, mains, etc.

THIS DECLARATION, made this 28th day of July, 1987, by Ridgewood Construction Inc. (hereinafter referred to as the "Developer",  
WITNESSES:

WHEREAS, the Developer is the owner of all the lands contained in the area shown on the plat, attached hereto and made a part hereof, which lands have been subdivided as Huddleston Estates - Section I (hereinafter referred to as the "Development") and as more particularly described on the plat.

WHEREAS, the Developer of the residential lots desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots in the Development and future owners thereof:

NOW THEREFORE, the Developer hereby declares that all of the platted lots located within the Development as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or in and to the real property or any part or parts thereof subject to such Restrictions, and shall insure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

1. Character of the Development

- A. In General. Every numbered lot platted as a part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house and such outbuildings as are usually accessory to a single-family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development.
- B. Residential Use of Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy.
- C. Occupancy or Residential Use of A Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

2. Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structure.

upon all real estate within the platted areas of the development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots in the Development and future owners thereof;

NOW THEREFORE, the Developer hereby declares that all of the platted lots located within the Development as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

1. Character of the Development

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- C. Occupancy or Residential Use of A Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

2. Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structure.

- A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet for a one-story dwelling (exclusive of one-story open porches, garages and other non-living areas, with no less than (70%) seventy percent being 1400 square feet. No two (2) story dwelling shall contain less than 950 square feet of living area on the ground floor with total finished living area being 1400 square feet. All residences not single story but less than 2 story shall contain not less than 1400 square feet living area.

B. Residential Set-Back Requirements.

- (i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.
- (ii) Side Yards. The side yard set-back lines shall not be less than 6 feet from the side line of the lot having a total aggregate side yard of 16 feet.
- (iii) Rear Yards. The rear set-back line shall be at least 20 feet from the rear lot line.

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- C. Fences, Mailboxes and Trees - Tree Control Plan. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two trees growing upon it in the front yard by the time the house is completed. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.
- D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of a wood siding product and a minimum of thirty (30%) percent brick or stone (partial masonry front) material other than tar paper, rollbrick siding, aluminum siding, vinyl siding or any other similar material. No house shall have metal pre-fabricated flues that extend above the highest roof line. All concrete. All outbuildings shall be constructed of wood or wood products.
- E. Garages Required. All residential dwellings in the Development shall include a two car attached garage of the same construction as the dwelling.
- F. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.
- G. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- H. Sales of Lots by Developer. Every lot within the Development shall be sold to an approved builder or developer by the Developer.
- I. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.
- J. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:
- (i) Mow the lot at such times as may be reasonable required in order to prevent the unsightly growth of vegetation and noxious weeds.
  - (ii) Removal all debris or rubbish.
  - (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
  - (iv) Cut down and remove dead trees.
  - (v) Keep the exterior of all improvements in such a state of repair, or maintenance as to avoid their becoming unsightly.
- K. Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of the City of Indianapolis, County of Marion, in Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be

E. Garages Attached. include a two car attached garage of the same construction as the dwelling.

F. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

G. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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- (iv) Cut down and remove dead trees.
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K. Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of the City of Indianapolis, County of Marion, in Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to-wit:

THIS SITE AND/OR BUILDING PLAN FOR LOT \_\_\_\_\_ IN HUDDLESTON ESTATES SUBDIVISION, HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_ AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE PLAT OF HUDDLESTON ESTATES SUBDIVISION.

HUDDLESTON ESTATES ARCHITECTURAL CONTROL COMMITTEE

By \_\_\_\_\_

- L. Model Homes. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.
- M. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.
- N. Ditches and Swales. 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, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection.

O. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

P. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

# STATES SECTION I

## TIVE COVENANTS

### 3. Remedies.

- A. In General. Any party to whose benefit these Restrictions insure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.
- B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right, available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.
- C. Right to Enforce. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof the injunction or other legal process, is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without required to show any damages, together with reasonable attorney's fees. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, or other limitations contained in this plat other than those covenants, 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 Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to the approval of this plat by the plat committee.
4. Effect of Becoming an Owner. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.
5. Titles. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.
6. Duration. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years, at which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.
7. 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. Therefore, if any of the Restrictions



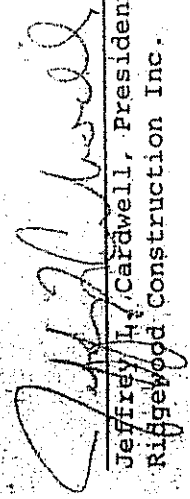
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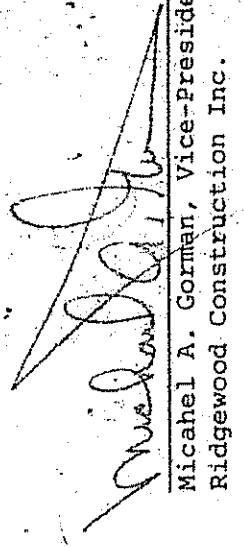
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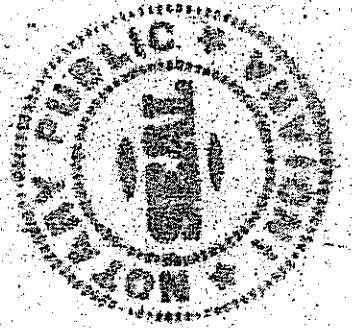
IN TESTIMONY WHEREOF, witness the signature of the Declarant this 28<sup>th</sup> date of July, 1997.

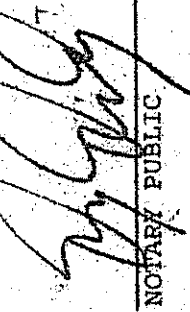
  
\_\_\_\_\_  
Jeffrey L. Cardwell, President  
RidgeWood Construction Inc.

  
\_\_\_\_\_  
Michael A. Gorman, Vice-President  
RidgeWood Construction Inc.

COUNTY ) ) SS:  
STATE OF INDIANA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEFFREY L. CARDWELL, PRESIDENT AND MICHAEL A. GORMAN, VICE-PRESIDENT OF RIDGEWOOD CONSTRUCTION, INC., ACKNOWLEDGING THE EXECUTION OF THIS INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED AFFIXED THEIR SIGNATURES THERETO.



  
\_\_\_\_\_  
NOTARY PUBLIC

Darnay L. Woodcock  
PRINTED NAME

Marietta  
COUNTY OF RESIDENCE

9-15-90  
MY COMMISSION EXPIRES