

either concrete, asphalt or brick. No gravel or stone driveways shall be permitted. All driveways accessing Gray Road shall have turn around constructed within the lot.

2. All dwellings constructed upon any lot in this development shall conform to the following minimum living area requirements, to-wit: a) the ground floor living area of all single story dwellings shall contain not less than 1,200 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area). No two (2) story dwellings shall contain less than 800 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 1,200 square feet of total living area; provided, however, that any residence constructed upon any lot which has its rear yard immediately adjacent to the Gray Road right-of-way, or on Lots 4 through 9 and 16 through 20, shall contain a minimum of fifteen hundred (1,500) square feet of living space, as such is defined herein.

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 in substantially the following form, to-wit:

THIS SITE AND/OR BUILDING PLAN FOR LOT _____ IN MAPLE GLEN HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE PLAT OF MAPLE GLEN.

MAPLE GLEN ARCHITECTURAL CONTROL COMMITTEE

By _____

1. In addition to the fifteen hundred square foot (1,500) living space requirement for the perimeter lots described in paragraph 2 above, all residences constructed upon the said perimeter lots shall either be built upon a crawl space or basement, or in the alternative and at the builder's discretion, if the said residences are built upon an insulated concrete pad, they shall have a brick or stone veneer exterior around the entire ground floor of such residence, exclusive of doors, windows, garage doors, porch openings, and utility areas.

4. All bare tree property lines which are immediately adjacent to Gray Road, shall be landscaped in a manner consistent with the aesthetics and appearance established by the entries to this development. The said landscaping shall consist of evergreen plantings or grass grounds, or a combination thereof.

5. A not-for-profit Indiana corporation shall be incorporated by the Declarant whose purpose shall be the maintenance of all common areas within the development and other purposes as set forth in the separate Declaration of Covenants and Restrictions for The Maple Glen Association, Inc., an Indiana Not-For-Profit Corporation, placed of record in the office of the Recorder of Marion County, Indiana, concurrently with the recording of this plat. All lot owners in Maple Glen shall be members of The Maple Glen Association, Inc., and subject to the covenants, restrictions, charges, assessments and liens, as provided in the said Declaration.

6. No building shall be located on any lot nearer to the front line or nearer the side street line than the minimum building set-back as shown on the recorded plat. No building shall be located nearer than six feet to a side yard line, and the total side yard set-back (both sides) must be at least sixteen feet. No building shall be erected closer than twenty feet to the rear lot line unless otherwise approved by

8. The Architect composed of no five (5) undersigned, designate a event of death Committee, th authority to d members of representative compensation this Covenant discretion of

9. The Architectu disapproval a be in writing. designated re disapprove wi specifications any event, i has commenced approval will Covenants sha complied with.

10. With approva Committee, a

Committee, t materially fr properties, a street than feet to any st

11. No noxious or on upon any which may be nuisance to th

12. No structure basement, ten out-building remain on any structure be temporarily swimming pool shall be development. shall be of the foregoing, be permitted construction at the constructi necessary sales

13. No sign of any public view o builder or own sale.

14. No oil or operations, oi operations of in any lot, nor mineral excava in any lot. designed for natural gas permitted on an concealed.

15. No animals, l be raised, bred dogs, cats, o provided that maintained for

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the Architectural Control Committee, as to use, location and harmonious design. No garage or storage building may be constructed separate and apart from the main dwelling.

- 7. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees identified and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. No fence or wall or mail box and post shall be erected, placed, or altered on any lot or within the development, unless previously approved by the Architectural Control Committee in writing. Approvals shall be as provided in paragraphs 2 and 7 of these Covenants. The Architectural Control Committee must also approve the owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property. It shall be the lot owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the Indianapolis Department of Public Works and as evidenced upon the final construction plans for the development of Maple Glen.

Notwithstanding compliance with all minimum development standards as required by applicable ordinances and the covenants and restrictions of this plat, no construction shall commence upon any lot in this development unless the Architectural Control Committee or its designee shall have first approved in writing the building contractor selected by the lot owner for the construction.

- 8. The Architectural Control Committee shall be composed of not less than three (3), nor more than five (5) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant. The Committee shall serve at the discretion of the undersigned.

- 9. The Architectural Control Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

- 10. With approval of the Architectural Control Committee, and wherein the opinion of said

Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.

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10. With approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line. 21.
11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 22.
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be erected or permitted to remain on any lot at any time, nor shall any such structure be used as a residence, either temporarily or permanently. No above-ground swimming pools or satellite dishes or antennas shall be permitted on any lot in this development. Any chimneys on the front of a home shall be of masonry construction. Notwithstanding the foregoing, the developer and/or builder shall be permitted to erect and maintain a temporary construction and sales office upon any lot during the construction period and until such time as necessary sales models are completed. 23.
13. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder or owner to advertise the property for sale.
14. 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 concealed. 24.
15. 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 that they are not kept, bred, or maintained for any commercial purpose. Al de tw un of un an th co.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, towers or satellite dishes of any kind will not be permitted on any lot or outside any dwelling. 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. 25. No an.
17. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above roadways 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 them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a 26. Al re: be or 27. The Cov bit unc fre whi ext un fol sig lot cos.

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street property line with the edge of a driveway pavement. Sidewalks shall be constructed as required by the sidewalk plan approved by the Plat Committee for the Department of Metropolitan Development, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided however, that certain common area sidewalks shall be constructed by the developer as designated on the final development - sidewalk plan. All sidewalks to be constructed by lot owners shall be completed at such time as the driveway on the lot is constructed, or within eighteen (18) months of the date such lot is initially conveyed by the undersigned, whichever date shall first occur. No fence in excess of three and one-half feet (3-1/2') in height shall be erected, except for patio enclosures connected to a dwelling or fences enclosing an in-ground swimming pool. Fences enclosing in-ground swimming pools shall not exceed the minimum height required by applicable law or ordinance and shall be erected as near the pool as practical and, in no event, on the lot lines.

18. Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines.
19. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Marion County and will be located and constructed in accordance with requirements, standards, and recommendation of the Indiana State Board of Health. Geothermal 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 esthetic 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 mailbox shall be erected or maintained on any lot or within the development without prior approval of the Architectural Control Committee. The mailboxes throughout the development are intended to be uniform in design and color and will be specified by the developer.
20. Any field tile or underground drain which is encountered in 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.
21. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

22. The finished yard elevations at the house site on lots in this subdivision shall be not lower than

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21. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

22. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan, and shall be approved in writing by the Architectural Control Committee prior to construction. The lot owner shall be solely responsible for maintaining all finished grade elevations in accordance with the approved development plans and shall bear the cost of all grading or improvements necessary to bring the lot into compliance with these Covenants.

23. 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 Indianapolis Department of Public Works and the Architectural Control Committee. Property owners must maintain these swales as sodded grass areas 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 appropriately 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 ten (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 call for 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.

24. All construction commenced on any lot within the development shall be completed within one hundred twenty (120) days after framing is completed, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. The undersigned and/or Association 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.

25. No two-family residences shall be constructed upon any lot in this development.

26. 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.

27. 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 following the date of recordation an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.