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NON-NORTHFIELD ESTATES SECTION ONE
DECLARATION OF CO-OWNERS, CONDITIONS AND RESTRICTIONS FOR
NORTHFIELD ESTATES,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

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RECEIVED

The undersigned, Republic Development Corporation (hereinafter referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit A attached, to be known as Northfield Estates, Section 1, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Northfield Estates, Section 1, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions

All lots in 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:

1.01. The lots located within said Northfield Estates, Section 1, shall be used for detached single-family dwellings in accordance with the present zoning of Northfield Estates by the Town of Fishers, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Fishers without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,100 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveway and vehicle parking areas shall be hard-surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

The Instrument Recorded 9-1-89
Sharon K. Creary, Recorder, Hamilton County, IN

1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Town of Fishers.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.03 above.

1.07. No streetlights shall be located on any lot except for a removable folding umbrella type.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar hauling or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and apartment garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation product, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sign, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prohibit the use of such portion of said

lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antenna shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.15. No sign or billboard of any kind shall be erected or maintained on any lot except (1) signs approved by the Architectural Control Committee; and (2) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement without first obtaining the written consent of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the reasonable use of adjoining premises.

1.20. 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 Hamilton County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

Article 2. Lake Covenants and Restrictions

2.01. Certain areas marked D.V. & S.E. shown on the plats of Northfield Estates may include storm water detention areas designed so as generally to retain water and have the appearance of a lake.

2.02. No owner of any lot in Northfield Estates shall do or permit to be done any action or activity which could result in the pollution of any lake, diversion of water, change in elevation of the water level, earth disturbance resulting in raising or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of such lake for drainage and related purposes for the benefit of the property owners in Northfield Estates.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of any lake and related drainage and utility easement area in Northfield Estates, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Northfield Estates and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. The Architectural Control Committee of the Town of Fishers, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of any lake and related drainage and utility easement areas in Northfield Estates that have

been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to such lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorney's fees.

Article 3. Architectural Control Committee

An Architectural Control Committee shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications as submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different

color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.05. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Fishers 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 BUILDING PLAN FOR LOT _____ IN NORTHFIELD ESTATES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

NORTHFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

By _____

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Northfield Estates.

2.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be liable in any manner or otherwise for such entry, abatement or removal, or liable for damages by reason thereof, to any person whatsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the

Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would conflict, a hardship, the Architectural Control Committee may permit a variance which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Section 1 of Northfield Estates may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public right-of-way. In addition, landscape assessment areas may be imposed on portions of certain lots located in said Section 1. The Architectural Control Committee shall have the right to enter onto such open space, public rights-of-way and landscape assessment areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape assessment areas described above which are located in Northfield Estates, Section 1, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape assessment areas located in other sections of Northfield Estates. In addition, the Architectural Control Committee, upon the approval of a majority of the lot owners in Northfield Estates, may provide other services such as trash collection and snow removal.

The plat of Section 1 of Northfield Estates may contain certain areas called "D.U. & S.E. (Drainage, Utility and Sewer Easement)". The Architectural Control Committee and its agents, employees or subcontractors shall have the right to enter onto any such areas as it deems necessary or desirable for the purpose of maintaining same, or otherwise ensuring obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "vacant areas", including drainage, utility and sewer easement areas in any section of the Northfield Estates subdivision, and such other community services approved by a majority of the lot owners in Northfield Estates. The Architectural Control Committee herein established may act as the Architectural Control Committee of any other section or sections of Northfield Estates and may establish a combined budget for the joint maintenance of open spaces, landscaped areas and "vacant areas" and the providing of other approved services as described above, and divide the cost of same among the lot owners in all sections of Northfield Estates which participate in the combined budget.

3.11. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

Article 4. Other Conditions.

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1998, and those restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and condoning to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

4.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. 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.

4.06. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as are set forth in paragraphs 3.09 and 3.10 hereof for the Architectural Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Northfield Estates have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed one hundred dollars (\$100.00) per year from each and every lot owner in said Northfield Estates for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Northfield Estates, and provided further that such limit of one hundred dollars (\$100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1989.

4.07. Any property owner's association formed for the purpose of maintaining and carrying for all open space, landscaped areas and easement areas in Section 1 of Northfield Estates and otherwise to protect the interests of the owners of lots in Section 1 of Northfield Estates may include in its membership the owners of lots in other sections of Northfield Estates, provided such lots in other sections of Northfield Estates are subject to plat restrictions that are the same as the Plat Restrictions for Section 1 of Northfield Estates and to a Declaration of Covenants, Conditions and Restrictions that is essentially the same as this Declaration of Covenants, Conditions and Restrictions.

4.08. Whenever in the drawings and documents recorded as the Plat of Northfield Estates, Section 1, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its representative duly authorized representative this 23rd day of April, 1987

Signed, acknowledged and DELIVERED in the presence of: REPUBLIC DEVELOPMENT CORPORATION, AN Ohio Corporation

By: [Signature]
Richard D. Arnes, Chairman

STATE OF OHIO
COUNTY OF Lucas

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnes, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnes as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal this 23rd day of April, 1987

Notary Public
[Signature]
JEAN M. DIGGS
Notary Public, State of Ohio
My Comm. Expires Oct. 31, 1983



This instrument prepared by:
Republic Development Corporation
3150 Republic Blvd. N., Suite 2
Toledo, Ohio 43615

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INSTR. # 9126050

John V. Schneider, R.E., L.S.
Princeton
Stephen M. Cooper, L.S.
Vice-President of Operations
Nancy Ruenkelberg
Secretary-Treasurer

Edward J. Schneider, R.E., L.S.
1917-1990

9126050



SCHNEIDER ENGINEERING CORPORATION

Civil Engineers - Land Surveyors - Land Planners

Eric R. Kent, L.S.
Edward D. Guardino, L.S.
James M. Madigan, L.S.
Richard G. Bergack, L.S.
Scott D. Brown, R.L.A.
Paul C. Chant, PE
Dwayne A. Sargent, PE
Wesley L. Day, L.S.
Richard A. Henselwood, PE
James C. Hill, PE

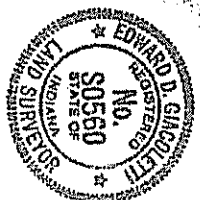
Certificate of Correction

This is to certify that I prepared the plat known as "Northfield Estates Section 1", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Cabinet 1 Slide No. 45 Instrument No. 9918865 in the office of the recorder of Hamilton County, Indiana.

This instrument is filed for the purpose of correcting the address for Lot Number 28 in said subdivision. The address for said Lot Number 28 shown as 10778 Northfield Place is hereinafter laboled as 10718 Northfield Place.

Certified this 28th day of September, 1991.

Edward D. Giacoletti
Edward D. Giacoletti
Registered Land Surveyor - Indiana #50560



The Instrument Recorded 10-2
Sherril K. Overy, Recorder, Hamilton County, Indiana 1991

RECEIVED FOR RECORD

91 OCT 2 11:00

CLERK RECORDER HAMILTON CO IN

This instrument prepared by Edward D. Giacoletti
Registered Land Surveyor - Schneider Engineering Corp.

2310 North Dixie Road, Indianapolis, Indiana 46220-8518
PO Box 23006, Indianapolis, Indiana 46220-0066

TEL: 317-862-8252
FAX: 317-862-8000

P.C. 1 11-12-199

9129184

NORTHFIELD ESTATES SECTION TWO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

The undersigned, Republic Development Corporation (hereinafter referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit A attached, to be known as Northfield Estates, Section 1, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Northfield Estates, Section 2, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions
Sheri K. Chewy, Recorder, Hamilton County, Indiana 12/1

All lots in 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:

1.01. The lots located within said Northfield Estates, Section 2, shall be used for detached single-family dwellings in accordance with the present zoning of Northfield Estates by the Town of Fishers, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Fishers without approval of the Architectural Control Committee. This provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,300 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hereinafter placed with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be created, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof. The color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front of street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Town of Fishers.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of owner, its agents or assigns, during the construction and sale period. In addition, its noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved thereafter as provided in paragraph 1.03 above.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap iron, water, paper, or glass, or any recreation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within the (1) year from the date of the beginning of the construction thereof. No soil, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said

lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennae, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (1) signs approved by the Architectural Control Committee; and (2) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement without first obtaining the written consent of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

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19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

20. 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 Hamilton County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

Article 2. Lake Governance and Restrictions

2.01. Certain areas marked D.U. & S.F. shown on the plans of Northfield Estates may include storm water detention areas designed so as generally to retain water and have the appearance of a lake.

2.02. No owner of any lot in Northfield Estates shall do or permit to be done any action or activity which could result in the pollution of any lake, diversion of water, change in elevation of the water level, earth disturbance resulting in siltng or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of such lake for drainage and related purposes for the benefit of the property owners in Northfield Estates.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of any lake and related drainage and utility easement areas in Northfield Estates, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Northfield Estates and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement areas and/or are established to assure the continued revision of the area for the purpose for which it was assigned.

2.05. The Architectural Control Committee or the Town of Fishers, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of any lake and related drainage and utility easement areas in Northfield Estates that have

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been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to such lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorney's fees.

Article 3. Architectural Control Committee

An Architectural Control Committee shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different

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color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living zone requirements, the Town of Fishers shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall it/ 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 BUILDING PLAN FOR LOT _____ IN NORTHFIELD ESTATES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

NORTHFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

By _____

of the Building Plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Northfield Estates.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be liable for damages by reason thereof, or liable for such entry, abatement or removal, or liable for damages by reason thereof, to any person whatsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the

color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing standards listing area requirements, the Town of Fishers shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall a/ 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 BUILDING PLAN FOR LOT _____ IN NORTHFIELD ESTATES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

NORTHFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

By _____

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Northfield Estates.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be liable therefor in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whatsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the

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Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.05. Section 2 of Northfield Estates may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape assessment fees may be imposed on portions of certain lots located in said Section 2. The Architectural Control Committee shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Northfield Estates, Section 2, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in other sections of Northfield Estates. In addition, the Architectural Control Committee, upon the approval of a majority of the lot owners in Northfield Estates, may provide other services such as trash collection and snow removal.

The plat of Section 2 of Northfield Estates may contain certain areas marked "D.V. & S.E. (Drainage, Utility and Sewer Easements)". The Architectural Control Committee and its agents, employees or subcontractors shall have the right to enter onto any such areas as it deems necessary or desirable for the purpose of maintaining same, or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "reservant areas", including drainage, utility and sewer easement areas in any section of the Northfield Estates subdivision, and such other community services approved by a majority of the lot owners in Northfield Estates. The Architectural Control Committee herein established may act as the Architectural Control Committee of any other section or sections of Northfield Estates and may establish a combined budget for the joint maintenance of open spaces, landscaped areas and "reservant areas" and the providing of other approved services as described above, and divide the cost of same among the lot owners in all sections of Northfield Estates which participate in the combined budget.

3.11. Any and all of the rights, powers, duties and obligations which in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of vindicating its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

Article 2. Other Conditions.

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1990, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to receive damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

4.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. 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.

4.06. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as set forth in Paragraphs 3.09 and 3.10 hereof for the Architectural Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Northfield Estates have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed one hundred dollars (\$100.00) per year from each and every lot owner in said Northfield Estates for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Northfield Estates, and provided further that such limit of one hundred dollars (\$100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1988.

4.07. Any property owner's association formed for the purpose of maintaining and carrying for all open space, landscaped areas and assessment areas in Section 2 of Northfield Estates and otherwise to protect the interests of the owners of lots in Section 2 of Northfield Estates may include in its membership the owners of lots in other sections of Northfield Estates, provided such lots in other sections of Northfield Estates are subject to Plat Restrictions that are the same as the Plat Restrictions for Section 2 of Northfield Estates and to a Declaration of Covenants, Conditions and Restrictions that is essentially the same as this Declaration of Covenants, Conditions and Restrictions.

4.08. Wherever in the drawings and documents recorded as the Plat of Northfield Estates, Section 2, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

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IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 16th day of September 1971

Signed, Acknowledge and Delivered in the Presence of: REPUBLIC DEVELOPMENT CORPORATION, an Ohio Corporation

[Signature] BY: [Signature]
Richard G. Arnos, Chairman

STATE OF Ohio
COUNTY OF Columbus 3

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official this 16th day of September 1971

[Signature]
Notary Public
JEAN M. DICUS
Notary Public, State of Ohio
My Comm. Expir. Oct. 31, 1993

This instrument prepared by:
Republic Development Corporation
3110 Republic Blvd., N., Suite 2
Columbus, Ohio 43215



LAND DESCRIPTION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE WITHIN PLAT IS A REPRESENTATION OF THE LANDS SURVEYED, SUBDIVIDED AND PLATED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

A part of the Southeast Quarter of Section 2, Township 13 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of said Southeast Quarter Section, thence South 89 degrees 58 minutes 34 seconds East (assumed bearing) along the South line of said Southeast Quarter Section a distance of 959.02 feet to the Southwest Corner of a 1.317 acre parcel of land conveyed to Sara Elizabeth Reicher from Maude Gruber by a warranty deed recorded in Book 314, Page 283 in the Office of the Recorder of said county (the next two described courses being along the West and North lines of said parcel); thence North 00 degrees 00 minutes 49 seconds East, parallel with the East line of said Southeast Quarter Section, a distance of 500.00 feet; thence South 89 degrees 58 minutes 34 seconds East, 1.660 acre parcel of land conveyed to Gordon Lee and Martha Joane Waggoner from the estate of Marie E. Williams by an Administrator's Deed recorded at instrument number being along the West and North line of said Waggoner tract; thence North 00 degrees 06 minutes 24 seconds East, parallel with the said East line, a distance of 160.00 feet; thence South 89 degrees 58 minutes 34 seconds East, parallel with said South line, a distance of 150.16 feet to the Beginning Point; thence North 07 degrees 06 minutes 00 seconds West a distance of 139.73 feet; thence North 07 degrees 45 minutes 46 seconds West a distance of 162.13 feet; thence North 06 degrees 55 minutes 34 seconds East a distance of 79.70 feet to the Southeast corner of Northfield Estate Section 1, a subdivision in Hamilton County, Indiana, the office of which is recorded at Plat Number 1 Slide No. 45 (Instrument #891865) in the Office of the Recorder of Hamilton County, Indiana (the next five described courses being along the South line of said Northfield Estate Section 1); thence North 59 degrees 36 minutes 36 seconds East a distance of 83.05 feet; thence North 62 degrees 20 minutes 00 seconds East a distance of 506.00 feet; thence North 62 degrees 15 minutes 00 seconds East a distance of 94.10 feet; thence North 68 degrees 04 minutes 00 seconds East a distance of 83.93 feet; thence North 55 degrees 04 minutes 00 seconds East, a distance of 405.93 feet to the Southeast corner and conveyed to Preston W. and Brenda M. Black from Maude Gruber by a warranty deed recorded at Instrument #8419319 in Book 345, Page 166 in said Office of the Recorder (the next described course being along said West line and West line projected Southwesterly) thence South 00 degrees 06 minutes 49 seconds West, parallel with the East line of said Southeast Quarter Section, a distance of 666.49 feet to the Northern corner of a 2.174-acre parcel of land conveyed to Maurice and Mary Hazel from Charles A. and Madeline M. Gruber by a Warranty Deed recorded at instrument #1116 in Book 189, Page 319 in said Office of the Recorder; thence North 55 degrees 58 minutes 34 seconds West, parallel with the South line of said Southeast Quarter Section and along the North line of said Hazel parcel and along the North line of a 2.991-acre parcel of land conveyed to Dale and Jean Aukerton from Maude Gruber by a Warranty Deed recorded in Book 315, Page 382 in said Office of the Recorder, a distance of 352.99 feet to the Northwest Corner of said Aukerton parcel; thence North 00 degrees 00 minutes 49 seconds East, parallel with the East line of said Southeast Quarter Section, a distance of 160.00 feet; North 60 degrees 08 minutes 49 seconds East, parallel with the East line of said Southeast Quarter Section, a distance of 160.00 feet; North 89 degrees 58 minutes 34 seconds West, parallel with the South line of said Southeast Quarter Section, a distance of 123.32 feet to the beginning point, containing 8.991 acres, more or less.

This subdivision consists of 25 lots, numbered 13 through 63 together with streets and easements as shown hereon.

The size of lots and width of streets and easements are shown in figures denoting feet and decimal parts thereof.

This subdivision recorded 11-1-1981
 Sheryl K. Chelvy, Recorder, Hamilton County, Indiana

Edward D. Giacchini
 Registered Land Surveyor - Indiana #50556 3/11/90



PL 187

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NORTHFIELD ESTATES SECTION THREE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTHFIELD ESTATES,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

The undersigned, Republic Development Corporation (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit A attached, to be known as Northfield Estates, Section 3, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Northfield Estates, Section 3, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article I. Use Restrictions

All lots in 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:

1.01. The lots located within said Northfield Estates, Section 3, shall be used for detached single-family dwellings in accordance with the present zoning of Northfield Estates by the Town of Fishers, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Fishers without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,100 square feet of living area exclusive of open porches, patios and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hard-surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, well, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

This instrument features 1-21 1992
Sharon K. Cherry, Recorder, Hamilton Co., Indiana

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1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Town of Fishers.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.03 above.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and apartment garage, shall be used for the storage of automobiles, trailers, motorcycle or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said

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lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be constructed to prohibit the planting or maintaining of vegetable and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impart any assessment without first obtaining the written consent of the Architectural Control Committee and the lot owner or owners for whose benefit such assessment exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

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1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. 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 Hamilton County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

Article 2. Lake Covenants and Restrictions

2.01. Certain areas marked D.U. & S.E. shown on the plans of Northfield Estates may include storm water detention areas designed so as generally to retain water and have the appearance of a lake.

2.02. No owner of any lot in Northfield Estates shall do or permit to be done any action or activity which could result in the pollution of any lake, diversion of water, change in elevation of the water level, earth disturbance resulting in siltling or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of such lake for drainage and related purposes for the benefit of the property owners in Northfield Estates.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of any lake and related drainage and utility easement area in Northfield Estates, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Northfield Estates and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. The Architectural Control Committee of the Town of Fishers, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of any lake and related drainage and utility easement areas in Northfield Estates that have

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been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to such lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

Article 3. Architectural Control Committee

An Architectural Control Committee shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

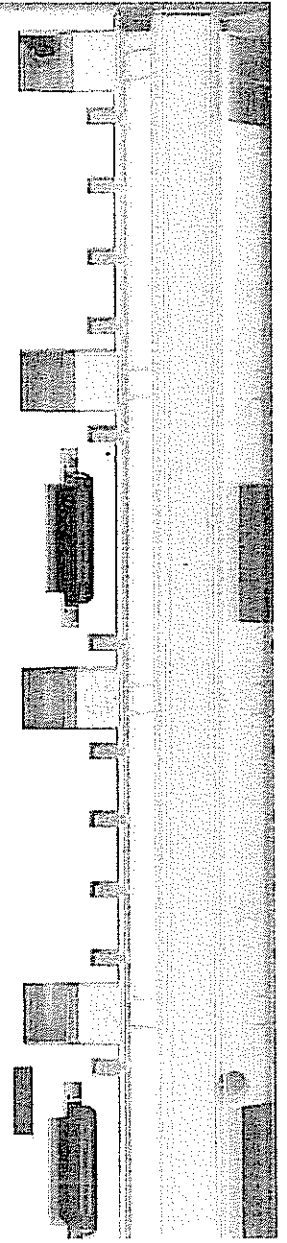
3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different

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color plan or replacing a mailbox and gate may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving the approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Fishers 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 BUILDING PLAN FOR LOT _____ IN NORTHFIELD ESTATES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ CHIEF,
AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

NORTHFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

By _____

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Northfield Estates.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be liable for removal, or liable for damages by reason thereof, to any person whosoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the

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Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Section 3 of Northfield Estates may contain certain open space lying within the plot and certain landscaped areas lying within the adjacent public right-of-way. In addition, landscaped assessment areas may be imposed on portions of certain lots located in said Section 3. The Architectural Control Committee shall have the right to enter onto such open space, public right-of-way and landscape assessment areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape assessment areas described above which are located in Northfield Estates, Section 3, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape assessment areas located in other sections of Northfield Estates. In addition, the Architectural Control Committee, upon the approval of a majority of the lot owners in Northfield Estates, may provide other services such as trash collection and snow removal.

The plot of Section 3 of Northfield Estates may contain certain areas marked "D.U. & S.E. (Drainage, Utility and Sewer Easement)". The Architectural Control Committee and its agents, employees or subcontractors shall have the right to enter onto any such areas as it deems necessary or desirable for the purpose of maintaining same, or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

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3.10. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "sewerment areas", including drainage, utility and sewer easement areas in any section of the Northfield Estates subdivision, and such other community services approved by a majority of the lot owners in Northfield Estates. The Architectural Control Committee herein established may act as the Architectural Control Committee of any other section or sections of Northfield Estates and may establish a combined budget for the joint maintenance of open spaces, landscaped areas and "sewerment areas" and the providing of other approved services as described above, and divide the cost of same among the lot owners in all sections of Northfield Estates which participate in the combined budget.

3.11. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferee and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. However in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

Article 4. Other Conditions.

4.01. These covenants and restrictions shall be taken to be read covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1958, and these restrictions shall be automatically extended in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

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4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be each subject to these covenants and restrictions.

4.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. 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.

4.06. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as are set forth in paragraphs 1.09 and 1.10 hereof for the Northfield Central Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Northfield Estates have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed one hundred dollars (\$100.00) per year from each and every lot owner in said Northfield Estates for purposes of carrying out its responsibilities to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Northfield Estates, and provided further that such limit of one hundred dollars (\$100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1980.

4.07. Any property owner's association formed for the purpose of maintaining and caring for all open space, landscaped areas and adjacent areas in Section 3 of Northfield Estates and otherwise to protect the interests of the owners of lots in Section 3 of Northfield Estates may include in its membership the owners of lots in other sections of Northfield Estates, provided such lots in other sections of Northfield Estates are subject to Plat Restrictions that are the same as the Plat Restrictions for Section 3 of Northfield Estates and to a Declaration of Covenant, Conditions and Restrictions that is essentially the same as this Declaration of Covenants, Conditions and Restrictions.

4.08. Wherever in the drawings and documents recorded as the Plat of Northfield Estates, Section 3, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

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IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 31st day of March 1952.

Signed, acknowledged and delivered in the presence of: REPUBLIC DEVELOPMENT CORPORATION, an Ohio Corporation

Jean M. Dicus

By: Jean M. Dicus
Richard D. Arnos, Chairman

Jean M. Dicus

STATE OF OHIO
COUNTY OF LUCAS

before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official this 31st day of March 1952

Jean M. Dicus
Notary Public



This instrument prepared by:
Republic Development Corporation
3150 Republic Blvd. N. W. Suite 2
Toledo, Ohio 43615

JEAN M. DICUS
Notary Public, State of Ohio
My Comm. Exps. Oct. 31, 1953

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**NORTHFIELD ESTATES
SECTION 3
SECONDARY PLAT**

LAND DESCRIPTION

I, the undersigned, hereby certify that the within plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief.

A part of the Southeast Quarter of Section 2, Township 17 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

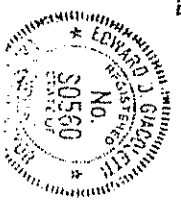
Commencing at the Southwest Corner of said Southeast Quarter Section; thence South 89 degrees 58 minutes 34 seconds East (Assumed Bearing) along the South line of said Southeast Quarter Section a distance of 655.57 feet to a point that lies 581.15 feet West of the Southeast Corner of the Southwest Quarter of said Southeast Quarter Section said point also being the Southeast Corner of the said County); thence on the following five described courses along the West and north lines of said Gruber tract: 1) North 00 degrees 52 minutes 16 seconds West a distance of 949.52 feet to the Beginning Point; 2) North 00 degrees 52 minutes 16 seconds West a distance of 372.84 feet; 3) South 89 degrees 54 minutes 31 seconds West a distance of 0.63 feet; 4) North 00 degrees 39 minutes 32 seconds West a distance of 519.27 feet; 5) North 89 degrees 54 minutes 31 seconds East, parallel with the South line of the North one-half of said Southeast Quarter Section, a distance of 626.64 feet to the North-west corner of Northfield Estates Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Cabinet 1, Slice No. 43 (Instrument #8913865) in the Office of the Recorder of Hamilton County, Indiana (the next line described course being along the West line of said Northfield Estates Section 1); thence South 60 degrees 03 minutes 00 seconds East a distance of 76.91 feet; thence South 15 degrees 00 minutes 00 seconds East a distance of 247.46 feet; thence South 75 degrees 00 minutes 00 seconds West a distance of 190.00 feet; thence North 15 degrees 00 minutes 00 seconds West a distance of 23.06 feet; thence South 75 degrees 00 minutes 00 seconds West a distance of 150.00 feet; thence South 47 degrees 46 minutes 30 seconds East a distance of 125.68 feet; thence South 18 degrees 00 minutes 00 seconds East a distance of 139.26 feet; thence South 72 degrees 31 minutes 20 seconds East a distance of 63.78 feet; thence South 32 degrees 29 minutes 09 seconds East a distance of 136.46 feet; thence South 40 degrees 30 minutes 52 seconds West a distance of 126.82 feet; thence South 13 degrees 44 minutes 17 seconds West a distance of 82.41 feet; thence South 05 degrees 00 minutes 00 seconds West a distance of 78.77 feet; thence North 85 degrees 21 minutes 51 seconds West a distance of 189.51 feet to a curve having a radius of 535.60 feet; the radius point of which bears South 55 degrees 31 minutes 51 seconds East; thence Northerly along the arc of said curve a distance of 323.5 feet to a point which bears North 12 degrees 00 minutes 00 seconds West from said radius point; thence North 82 degrees 60 minutes 00 seconds West a distance of 139.78 feet to the Beginning Point, containing 9.730 acres, more or less.

This subdivision consists of 27 lots, numbered 63 through 89 together with streets and easements as shown hereon.

The size of lots, and widths of streets and easements are shown in figures covering feet and decimal parts thereof.

This Instrument Rec'd: 5-21-1992
Sherrie K. Cherry, Recorder, Hamilton County, Indiana

Edward D. Gipelein
Edward D. Gipelein
Registered Land Surveyor - Indiana #50566
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DEFINITION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTHFIELD ESTATES, SECTION 4
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

The undersigned, Republic Development Corporation, (hereinafter referred to herein as "Owner" or "Developer"), as Owner and Developer of the land described in Exhibit A attached, to be known as Northfield Estates - Section 4, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Northfield Estates - Section 4, do hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions
All lots in this development and all present and future owners thereof shall be subject to the following use restrictions, which shall run with the land:

1.01. Blocks A, B and C and any other open space lying within the plat of Section 4 of Northfield Estates, exclusive of the numbered lots, are reserved for enhancement of the appearance of the Northfield Estates development or such other use as may be indicated on the plat or as may be determined from time to time by the Architectural Control Committee established pursuant to Article 3 hereof (hereinafter referred to as the "Architectural Control Committee") or by a majority of the lot owners in Northfield Estates. No lot owner or any other person shall use or modify the appearance of said Blocks A, B and C or other open space in any manner other than that shown on the plat, or as approved in writing by the Architectural Control Committee, or as approved by a majority of the lot owners.

1.02. The numbered lots located within said Northfield Estates, Section 4, shall be used for detached single-family dwellings in accordance with the present zoning of the Northfield Estates development by the Town of Fishers, Hamilton County, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Fishers without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.03. Single-family dwellings shall have a minimum of 1,100 square feet of living area for a one-story and 1,600 square feet of living area for a two-story exclusive of basement, garages, open porches and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hard-surfaced with concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.04. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said development, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of

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construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and void period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said development, nor shall anything be done thereon which may be or become an annoyance or nuisance in said development.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be sustained or used as a residence, temporarily or permanently, in said development.... No dwelling erected in said development shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in Paragraph 1.04 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and apartment garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any recreation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No mud, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successor and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said development shall be used for any purpose other than that of a lawn; provided, however, this restriction shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintenance of vegetables and grains thereon.

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1.11. No weeds, underbrush, or other unsightly growth or objects of any kind shall be placed, be permitted to grow, or permitted to remain on any part of any lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antenna shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said development.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire development, or for construction operations, may be located above ground.

1.15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats - other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in readiness for sale during the construction and initial sales periods.

1.17. No lot owner shall permit any easement or modify the landscaping features within any landscape easement area without first obtaining the written consent of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or its successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such lot be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. 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 any state or local governmental

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authority having jurisdiction and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. 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, filled, or otherwise changed without the written permission of the Department of Development of the Town of Fishers, Indiana and the Architectural Control Committee. Lot owners must maintain any drainage swales located on their lot as a graded grassway or other non-seeding surface at the elevations designated on the drainage plan for the development. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Development or the Town of Fishers, Indiana and the Architectural Control Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

Article 2. Lake Covenants and Restrictions

2.01. Block A as shown on the plat of Northfield Estates, Section 4, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake (hereinafter referred to as "the Lake").

2.02. No owner of any lot shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in siltng or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of the property owners in Northfield Estates.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, and provide further that such rules shall reasonably be established to protect the safety and welfare of the residents of Northfield Estates and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. The Architectural Control Committee, the Town of Fishers, Indiana or any owner of a lot in the Northfield Estates development shall have the authority to institute an action for injunction to abate any

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activity in violation of the provisions of this Declaration of Covenants, Conditions and Restrictions, or the provisions of the Plat for Section 4 of Northfield Estates, or any rules and regulations regarding the use and maintenance of the lake and related drainage and utility assessment areas in Northfield Estates, Section 6, that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damage incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorney's fees.

Article 3. Architectural Control Committee

An Architectural Control Committee is established hereby to carry out the functions set forth for it in this Declaration of Covenants, Conditions and Restrictions.

3.01. The Architectural Control Committee shall be composed of three (3) members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said development.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said development and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the Developer intends to develop said development as an architecturally harmonious, artistic and desirable residential development, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said development as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different

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color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proponent to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval, whenever required herein shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or require additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Plainfield, 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 or any assignee or transferee described in paragraph 3.11 hereof, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN NORTHFIELD ESTATES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

NORTHFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

By _____

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Northfield Estates.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or its successors and assigns determines to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to immediately abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or its successors and assigns shall not be liable therefor or held liable for damages by reason thereof, to any person whosoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing,

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further or exceeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, encroachment or other variations with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the development as a desirable development.

3.09. The Architectural Control Committee, its agent, employees and subcontractors shall have the right to enter onto Block A, B and C, any D.U.63-E. (Drainage, Utility and Sewer Easement) area, any common area, open space for located within a numbered lot, public right-of-way and landscaped assessment areas shown on the plat of Section 4 of Northfield Estates from time to time as it deems necessary for maintenance purposes. The Architectural Control Committee may also provide services such as weekly trash collection and snow removal to the lots in Section 4 of Northfield Estates if such services are not adequately provided by the appropriate municipal government.

3.10. The Architectural Control Committee shall have the power to expend its funds as needed to carry out its responsibilities as provided in Paragraph 3.09 above and elsewhere herein. In order to provide such funds the Architectural Control Committee is hereby empowered to levy, assess and collect from each and every lot owner in said Northfield Estates Section 4, except the Developer, such sums as may be approved by not less than seventy-five percent (75%) of the lot owners in said Northfield Estates Section 4, other than the Developer. In any vote taken on the matter of levies or assessments, only one vote per lot shall be allowed. All accounts assessed or levied with the approval of seventy-five percent (75%) of the lot owners shall become a lien on each lot. Any levies or assessments so approved by the above procedure may be applied to lots owned by the Developer only with the written consent of the Developer.

In the event any account assessed or levied pursuant to the provisions of this paragraph is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a notice of lien describing the lot and the amount due and executed in accordance with the provisions then required to record a lien against real estate. The lien of the arrearage provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as by law provided of such arrearage as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.11. Any and all of the rights, powers, duties and obligations which in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred at any time as the Architectural Control Committee, in its sole discretion, shall determine.

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provided such assignment or transfer is made to an association or not-for-profit corporation in which all the owners of the lots in said Northfield Estates Section 4 have the right to vote, on a one vote per lot basis, on all matters pertaining to the ownership and operation of such association or not-for-profit corporation including the election of its directors or controlling board, and provided further that the sole purpose of such association or not-for-profit corporation is to serve the interests of the lot owners in said Northfield Estates Section 4 pursuant hereto together with the interests of the lot owners in any other section of the Northfield Estates development whose Architectural Control Committee has elected to assign or transfer its rights, power, duties and obligations to such association or not-for-profit corporation. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidence. Its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee, all thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee, and all lot owners in said Northfield Estates Section 4 shall thereupon become voting members of such association or corporation in accordance with the provisions of its Articles and By-Laws. Concurrently with such assignment or transfer, said Architectural Control Committee shall be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee.

Article 3. Other Conditions.

4.01. The Covenants, Conditions and Restrictions set forth herein shall be taken to be real covenants, conditions and restrictions running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said development, and their heirs, executors, administrators, successors and assigns until December 31, 1998, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to the termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the provisions heretofore while the same are in force shall be sufficient reason for any other person or persons owning any lot in said development to initiate proceedings at law or in equity against the person or development violating or attempting to violate any of the provisions heretofore and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said development shall be made subject to these Covenants, Conditions and Restrictions.

QAS 454

4.04. It is expressly agreed that if any covenant, condition or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and reasonable attorney's fees resulting from violation of any provisions hereof shall be the financial responsibility of the lot found to be in violation and assessed against said lot.

4.06. The Architectural Control Committee established hereunder shall not transfer or assign its rights, powers, duties and obligations pursuant to paragraph 3.11 hereof to any corporation or association unless all the members of said corporation or association are lot owners in at least one of the sections of the Northfield Estates development, and the Articles of Association and/or by-laws of said corporation or association provide that on all matters requiring a vote of the members, such voting will be held on a one vote per lot basis.

4.07. Any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to Article 3 hereof shall, in order to fund its obligations, have the additional right to levy, assess and collect, without a vote of the lot owners, an amount not to exceed one hundred dollars (\$100.00) per year from each and every lot owner in said Northfield Estates Section 4 provided a majority of the members of the Board of Directors of said corporation or association is composed of owner occupants of the Northfield Estates development and provided further a like amount is levied, assessed and collected from each and every lot owner in every other section of the Northfield Estates development from which said corporation or association has received and accepted an assignment and transfer of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to the Declaration of Covenants, Conditions and Restrictions for that section. The aforesaid levy or assessment shall be one hundred dollars (\$100.00) per year shall be increased, without a vote of the lot owners, in proportion to any increase from the base period of October 1990 in the Consumer Price Index for the United States as prepared by the U.S. Bureau of Labor Statistics. All levies and assessments made pursuant to this paragraph shall become a lien on each lot and if not paid when due shall be subject to the collection procedures and limitations set forth in paragraph 3.10 hereof.

Any corporation or association which becomes the transferee or assignee of the rights, powers, duties and obligations of the Architectural Control Committee established pursuant to Article 3 hereof shall use the levy and assessment power set forth in this paragraph as its primary source of funds and shall not utilize the provisions of paragraph 3.10 as a source of funds or assessment unless the funds available from the levy and assessment power set forth in this paragraph are insufficient to fund the corporation or association annual budget and not less than seventy-five percent (75%) of the lot owners who are voting members of said corporation or association, voting on a one vote per lot basis, have approved the additional levy or assessment needed to fund the budget.

Q&A'S ASK

4.08. Neither the Architectural Control Committee nor any corporation or association which becomes the transferee or assignee of the rights, power, duties and obligations of the Architectural Control Committee shall levy or assess any sums hereunder until an annual budget showing the various items of expense anticipated for the ensuing year for which the proposed levy or assessment funds are to be used has been prepared and submitted to all affected lot owners in the Northfield Estates development and such lot owners have approved said annual budget either in accordance with the voting requirements of paragraph 3.10 hereinafore or the voting requirements of the Articles of Incorporation and/or By-Laws of said corporation or association provided, however, that any vote of the lot owners regarding any proposed annual budget shall be held no earlier than ten (10) days after effective delivery of a copy of the proposed annual budget to each affected lot owner in the Northfield Estates development.

4.09. Wherever in the drawings and documents recorded as the plat of Northfield Estates, Section 4, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

4.10. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 19th day of October 1997.

Signed, acknowledged and
delivered in the presence of:
REPUBLIC DEVELOPMENT CORPORATION,
an Ohio Corporation

By: Richard D. Arnos
Richard D. Arnos, Chairman

State of Ohio
County of Lorain ss

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of October 1997.

1 Witness By Richard D. Arnos
Notary Public

This instrument prepared by:
Republic Development Corporation
3150 Republic Blvd. N., Suite 2
Toledo, Ohio 43615

JEAN M. DICKS
Notary Public State of Ohio
My Comm. Exps. Oct. 31, 1993

2248454

LAND DESCRIPTION

EXHIBIT A

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A part of the Southeast Quarter of Section 2, Township 17 North, Range 4 East, in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of said Southeast Quarter Section; thence South 89 degrees 58 minutes 34 seconds East (Assumed Bearing) along the South Line of said Southeast Quarter Section a distance of 658.37 feet to the BEGINNING POINT (said point lies 581.13 feet West of the Southeast Corner of the Southwest Quarter of the said Southeast Quarter Section) (said point also being the Southwest Corner of the said property per Deed Record 175, page 74 in the office of the Recorder of Hamilton County, Indiana); thence North 80 degrees 52 minutes 16 seconds West along the West Line of the Graber tract a distance of 949.52 feet to the Southwest Corner of Northfield Estates Section No. 1, Slide No. 233 in the Office of the Recorder of Hamilton County, Indiana (the next six (6) described courses being along the South and East lines of said Northfield Estates Section 3); thence South 82 degrees 00 minutes 00 seconds East a distance of 139.78 feet to a curve having a radius of 525.00 feet, the radius point of which bears South 82 degrees 00 minutes 00 seconds East; thence South along said curve an arc distance of 32.35 feet to a point which bears North 85 degrees 31 minutes 51 seconds West from said radius point; thence South 83 degrees 31 minutes 51 seconds East a distance of 189.51 feet; thence North 05 degrees 00 minutes 00 seconds East a distance of 78.77 feet; thence North 13 degrees 14 minutes 17 seconds East a distance of 82.41 feet; thence North 46 degrees 30 minutes 52 seconds East a distance of 120.62 feet to the West Line of Northfield Estates Section 1, Slide No. 15 in the office of the Recorder of Hamilton County, Indiana (the next four (4) described courses being along the said West line); thence South 40 degrees 30 minutes 52 seconds East a distance of 52.95 feet; thence South 50 degrees 45 minutes 47 seconds East a distance of 108.25 feet; thence South 14 degrees 25 minutes 29 seconds East a distance of 65.01 feet; thence South 57 degrees 47 minutes 13 seconds East a distance of 96.08 feet to the West Line of Northfield Estates Section 2, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Cabinet 1, Slide No. 199 in the Office of the Recorder of Hamilton County, Indiana (the next three (3) described courses being along the said West Line); thence South 06 degrees 53 minutes 34 seconds West a distance of 70.70 feet; thence South 07 degrees 42 minutes 46 seconds East a distance of 102.13 feet; thence South 08 degrees 09 minutes 00 seconds East a distance of 159.73 feet to the North Line of a 4,000 acre piece of land conveyed to Gordon Lee and Martha Jeanne Waggoner from the estate of Marie E. Williams by an Administrator's Deed recorded as instrument #633 in Book 226, page 146 in said Office of the Recorder (the next two (2) described courses being along the said North and West lines of said Waggoner tract); thence North 89 degrees 55 minutes 34 seconds West, parallel with the South Line of the said Southeast Quarter Section, a distance of 140.18 feet; thence South 06 degrees 05 minutes 49 seconds West, parallel with the East line of the said Southeast Quarter Section, a distance of 260.00 feet to the Northeast corner of a 1.377 acre parcel of land conveyed to Sara Elizabeth Reclor from Maude Gruber by a warranty deed recorded in Book 314, page 252 in the Office of the Recorder of said County (the next two (2) described courses being along the north and west lines of said Reclor tract); thence North 89 degrees 55 minutes 34 seconds West, parallel with the South Line of the said Quarter Section, a distance of 200.00 feet; thence South 00 degrees 06 minutes 49 seconds West, parallel with the East line of the said Quarter Section, a distance of 360.00 feet to the South line of the said Quarter Section; thence North 89 degrees 58 minutes 34 seconds West along the said South Line a distance of 294.65 feet to the BEGINNING POINT, containing 11146 acres, more or less

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NORTHFIELD ESTATES,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

PURPOSE OF AMENDMENT: To describe the amendments being applied to the Declaration of Covenants, Conditions and Restrictions for Sections 1, 2, 3 and 4 of the Northfield Estates subdivision located in the Town of Fishers, Hamilton County, Indiana. These amendments were approved by a majority vote of the Northfield Estates lot owners on December 14, 1998 as defined in Article 4.01. The amendments were created by either Republic Development of Toledo, OH on August 25, 1989 or the Northfield Estates Board of Directors on October 26, 1998.

DECLARATIONS BEING AMENDED: The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 08/25/1989 as Instrument #89-18540, the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/01/1991 as Instrument #91-29184, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 05/21/1992 as Instrument #92-19349, the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/17/1992 as instrument #92-45454 together establish certain requirements and limitations of use of the property and shall hereinafter be referred to collectively as the "Declarations".

AMENDMENTS:

Article 1. Use Restrictions

Article 1.13 from the Declarations for Northfield Estates for all sections is being amended. Articles 1.22 through 1.27 are being added to the Declarations for Northfield Estates for all sections.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision. These restrictions do not include the small 18 inch satellite dish antennas. The Architectural Control Committee reserves the right to limit where the small dishes may be installed. Written approval by the Architectural Control Committee is required prior to installation.

1.21. Declarations for Sections 1, 2 and 3 do not contain an Article 1.21 for Use Restrictions. An Article 1.21 for Sections 1, 2 and 3 will not be added. Article 1.21 for Section 4 is still valid and is not being changed. New articles for Use Restrictions for all sections will start with Article 1.22.

1.22. No fence may be created on any lot in Northfield Estates without prior written approval from the Architectural Control Committee. Unless required by municipal ordinance, fences will be limited to 42 inches in height and composed of wood split rail (three rails) or wood picket. The attachment of light gauge wire fabric to a split rail fence for purposes of controlling pets will generally be approved. No fence will be approved that is nearer the street than the side of the residence facing the street. Section 1.17 requires written approval by owners of adjacent lots if the proposed fence encloses an easement.

1.23. The construction or placement of any building or other structure separate from the residence dwelling is not allowed. This includes miniature barns and similar tool and yard equipment storage structures.

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Filed For Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 12-21-1998 At 02:40 P.M.
AMEND DECL 17.00

1.24. The installation of basketball backboards and goals by attachment to the residence dwelling structure is not allowed. Clear vinyl (see-through) type backboards mounted on metal poles generally will be approved if the requested location is satisfactory.

1.25. The installation of above ground swimming pools is not allowed.

1.26. Mailboxes and mailbox posts must be the standard design for the entire Northfield Estates subdivision.

1.27. Roofs must be the same color for all residence dwellings in the Northfield Estates subdivision.

Article 3. Architectural Control Committee

Article 3.01 from the Declarations for Northfield Estates for all sections is being amended.

3.01. The Architectural Control Committee shall be composed of three (3) members who initially shall be appointed by the undersigned. The vice-president of the Northfield Estates Homeowners' Association shall serve as chairman of the Architectural Control Committee.

Article 3.09, paragraph three (3), sentence one (1) from the Declarations for Northfield Estates for Sections 1, 2 and 3 is being amended. The sentence is being changed to read as follows: "In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates (1) in attendance at a properly notified meeting called for such purpose and (2) who return a marked ballot for such purpose."

Article 3.10 from the Declarations for Northfield Estates for Section 4 is being replaced to read as follows. The changes to Article 3.10 are required so the article is consistent with Article 3.09 for Sections 1, 2 and 3.

3.10. In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates (1) in attendance at a properly notified meeting called for such purpose and (2) who return a marked ballot for such purpose. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the said Northfield Estates Homeowners' Association has caused this instrument to be executed by its respective duly authorized representative this 21 day of December, 1998

Signed, Acknowledged and Delivered in the presence of Northfield Estates Homeowners' Association

William Roy Adams By: *Leslie E. Scherer*
Douglas E. Scherer, President

Almond R. Mincee

STATE OF INDIANA
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Douglas E. Scherer, President of the Northfield Estates Homeowners' Association, who acknowledged that he did sign said instrument as such President of said Northfield Estates Homeowners' Association, on behalf of said association and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Douglas E. Scherer as such officer and the voluntary act and deed of said association for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21 day of December, 1998. My commission expires on Aug 3, 2000

Almond R. Mincee
Notary Public

ALMOND R. MINCEE
Notary Public

This instrument prepared by:

Douglas E. Scherer
President
Northfield Estates Homeowners' Association
P.O. Box 118
Fishers, IN 46038

Leslie E. Scherer
Author



Instrument
200200070801

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of
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NORTHFIELD ESTATES,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

PURPOSE OF DOCUMENT: To describe the amendment being applied to the Declaration of Covenants, Conditions and Restrictions for Sections 1, 2, 3 and 4 of the Northfield Estates subdivision located in the Town of Fishers, Hamilton County, Indiana. This amendment was approved by a majority vote of the Northfield Estates lot owners present at the annual meeting on October 11, 2001. The amendment was created by the Northfield Estates Board of Directors.

DOCUMENTS BEING AMENDED: The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 08/25/1989 as Instrument #89-18540, the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/01/1991 as Instrument #91-29184, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 05/21/1992 as Instrument #92-19349, the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/17/1992 as Instrument #92-45454 together establish certain requirements and limitations of use of the property and shall hereinafter be referred to collectively as the "Declarations"

AMENDMENT:

Article 1. Use Restrictions

Article 1.22 from the Declarations for Northfield Estates for all sections is being amended:

1.22. No fence may be erected on any lot in Northfield Estates without prior written approval from the Architectural Control Committee. Unless required by municipal ordinance, fences will be limited to 48 inches in height and composed of wood split rail (three rails) or wood picket. The attachment of high gauge wire fabric to a split rail fence for purposes of controlling pets will generally be approved. No fence will be approved that is nearer the street than the side of the residence facing the street. Section 1.17 requires written approval by owners of adjacent lots if the proposed fence encloses an easement.

200200070801
Filed For Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
09-27-2002 12:40 PM
AMEND DECL 15.00

act
MLC

IN WITNESS WHEREOF, the said Northfield Estates Homeowners' Association has caused this instrument to be executed by its respective duly authorized representative this 24 day of September 2002

Signed, Acknowledged and Delivered in the presence of: Northfield Estates Homeowners' Association

William W. Hale
Secretary/Treasurer

By: Angela Hale
Angela Hale, President

STATE OF INDIANA
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Angela Hale, President of the Northfield Estates Homeowners' Association, who acknowledged that she did sign said instrument as such President of said Northfield Estates Homeowners' Association, on behalf of said association and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Angela Hale as such officer and the voluntary act and deed of said association for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of September 2002. My commission expires on 4-22-2007

Janet C. Pensinger
Notary Public

This instrument prepared by:

Deuglas W. Kranz
Secretary/Treasurer
Northfield Estates Homeowners' Association
P.O. Box 118
Fishers, Indiana 46038



JANET C. PENSINGER
Not. of Hamilton Co.
Comm. Exp. 4-22-2007

Deuglas W. Kranz
Author