

THE COMMITTEES, PLOTS OF FULL CREEK ASSOCIATES, INC., AN Indiana Corporation (hereinafter the "owner"). Owner of the real estate shown and described hereon, hereby certifies that in his said plot, plotted and subdivided, and hereby lays off, plots and subdivides said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as "The Plots of Full Creek", an addition in Marion County, Indiana. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions, and limitations are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Development and appear as covenants running any part or portion of each lot. All streets shown and not herebefore dedicated, are hereby dedicated to the public for its use.

1. There shall be, and there is hereby created and established, the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plat. Thomas A. Grant, David A. Williams, or their duly authorized successors shall constitute the Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove the building plans, specifications and plot plans, or designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the Committee shall be elected by a majority vote of the owners of the lots located in The Plots of Full Creek with the owners entitled to one vote for each lot owned by them. When more than one person holds an interest in a lot, the vote for such lot shall be controlled as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The Committee shall consist of not more than three people.

The duties and the responsibilities of the Committee are as follows:

2. The Committee shall regulate the external appearance, use, location, and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the
 10. Every lot to be occupied or constructed vertically in such a manner as to not obstruct other lots or structures
 11. All structures with such a height as to obstruct other lots or structures
 12. Every lot to be attached to other lots
 13. The lot shall be used for any other purpose
 14. All driveways shall be paved
 15. No signs or banners shall be placed on the lot
 16. No utility lines shall be run across the lot
 17. No other structures shall be placed on the lot

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The duties and the responsibilities of the Committee are as follows:

4. The Committee shall regulate the external appearance, use, location, and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these covenants.

b. The Committee may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans, or other pertinent information as it affects the Committee's responsibilities.

c. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons therefore.

d. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the declaration.

e. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible, in any way, for any defects in any plans, specifications, or other materials submitted, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

2. No construction shall be commenced nor any building or fence be erected,

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representation or warranty as to the suitability or adaptability of the design, the engineering, the method of construction involved, or the materials to be used.

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2. No construction shall be commenced nor any building or fence be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan, and landscape plan, showing location of all the construction structures, drives, walks, landscaping, natural preservation areas, and drainage have been approved as to the compatibility with existing structures and compliance with these restrictions in accordance with the procedures for such approval contained in the rules, regulations, and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted.

3. No wall, fence, hedge, or shrub planting which obstructs sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building set-back line, except where such shrub planting is approved by the Committee. No fences shall be allowed except where required by law and/or approved by the Committee. The intent is to not allow fences except for small privacy areas.

4. A front yard due to low intensity light of less than one hundred (100) watts directed downward and away from adjacent lots shall be installed and maintained on each lot in this subdivision by the respective owner thereof. Prior to the installation of said front yard light, drawings, diagrams, and any other documents requested by the Committee shall be submitted to the said Committee for its approval. Such approval shall include design, color, location, height, tree preservation, and overall characteristics of the lot and the subdivision. The Committee reserves the right to standardize all the lights in the subdivision.

5. All lots in this subdivision shall be used solely for single family residential purposes unless alternative uses, such as permitted home occupations, are permitted under applicable zoning laws, specifically Section 2.03 of the Zoning Districts Zoning Ordinance of Marion County, Indiana.

6. No metal outbuildings shall be permitted on any lot. All buildings must

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22. It shall be open to the public in good faith

23. Each lot and parcel designated and to be disturbed

24. Trees for other uses are to be preserved to

25. The disposal of refuse shall be in accordance with the provisions of the County Code

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The minimum (2,000) square feet in the case of a one-story structure, nor less than one thousand four hundred (1,400) square feet in the case of a multiple story structure, provided no structure of more than one story shall be less than an aggregate of two thousand two hundred (2,200) square feet of finished and livable floor area.

10. Every building whose construction or placement on any lot to be begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement, which has either partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.

11. All structures constructed or placed on any lot shall be constructed with substantially all new material, and no wood structure shall be relocated or placed on any such lot.

12. Every house in this subdivision shall have at least a two (2) car attached garage.

13. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, roll-in siding, or any other similar artificial material.

14. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.

15. No temporary house, trailer, garage, or other outbuilding shall be placed, erected, or kept on any lot.

16. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-way to minimize removal of trees.

17. No owner of a lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.

18. Every outdoor receptacle of ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at any time, except at

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18. Every outdoor receptacle of ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at any time, except at the times when refuse collections are being made.

19. The size, location, height, and composition of an, mailbox must be approved by the Committee. The Committee reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.

20. Whenever two or more contiguous lots shall be owned by the same person and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.

21. The owner of any lot shall, at all times, maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements situated thereon from becoming unsightly and, specifically, such owner shall:

- a. Keep the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- b. Remove all debris or rubbish;
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;

c. Cut down and remove unsightly dead trees;

e. Where applicable, prevent debris and foreign material from entering drainage areas;

f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and,

g. Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

22. It shall be the duty of every owner of every lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof, as may be situated upon his lot, continuously unobstructed and

31. The lot other street them within the lot

32. All not permanent, double front, or rear waller upon the streets

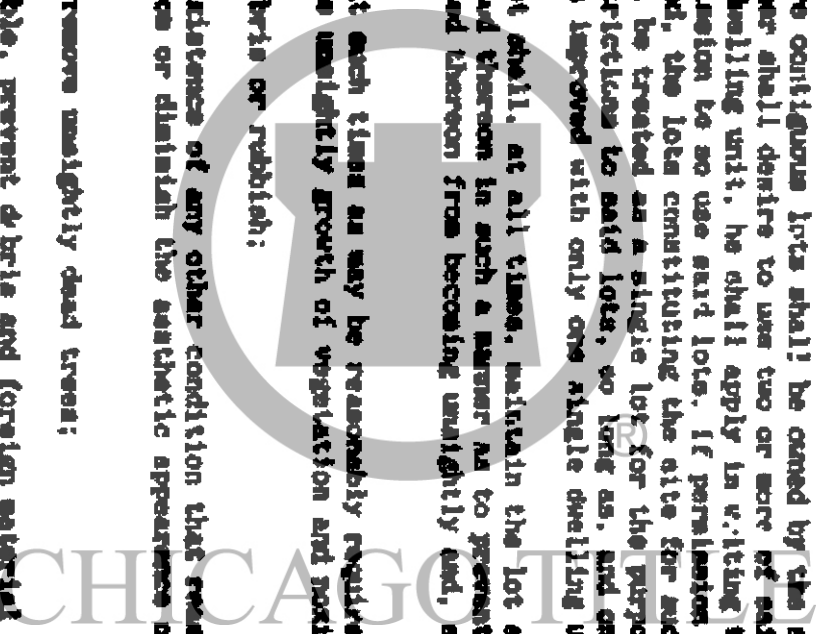
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the owner shall landscape the lot, weather permitting.

22. It shall be the duty of every owner of every lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof, as may be situated upon his lot, continuously unobstructed and in good repair.
23. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction.
24. Trees located five (5) feet outside building, driveway, parking area, or other approved areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.
25. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate easements are submitted to protect the drainage way from erosion or other damaging effects.
26. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.
27. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot and thus, on only the north or south side of the street. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.
28. Lots are subject to drainage easements, sewer easements, and utility easements, either separately or in combination of the three, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

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construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

b. Easement easements (E.E.) are created for the use of the local governmental agency having jurisdiction over the storm and/or sanitary water disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must comply with public sanitary sewer.

c. Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts, and cables, as well as for the uses specified in the case of sewer easements.

d. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement hereby granted for ingress and egress to, along, and through the strips of ground for the purposes herein stated.

29. No construction vehicles, trucks, or equipment shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structures shall be promptly removed upon completion of the proper structure.

30. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Materials which can blow into adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.

31. The lot owner shall be responsible for removal of dirt, mud, debris, or other foreign materials of any kind which may be deposited upon the streets' easements from construction on the lot. If such materials are

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40. Each lot owner mutually serve billed by in shall be own own minimum lot owner who other arrange

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around the building. Materials which can blow into adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.

31. The lot owner shall be responsible for removal of dirt, mud, debris, or other foreign materials of any kind which may be deposited upon the street easements from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within one (1) day or the Committee may remove such deposits and charge the lot owner.

32. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways, and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.

33. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot or home thereon for sale), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any lot, except lots used as a model by an owner who then owns four or more lots. This restriction shall not preclude the developer from constructing informational signs at the entrance to the subdivision regarding the sale of lots not to exceed sixty-four (64) square feet in size. However, this exception for the developer shall expire December 21, 1991.

34. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash, or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.

35. No outside rollers shall be permitted on any lot (except during a period of construction and then, only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

36. No farm animals, fowls, exotic animals, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and, in no case, shall there be allowed more than four (4) ordinary household pets.

37. No noxious, unlawful, or otherwise offensive activity shall be carried

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39. If the parties hereto, or any owner, or their heirs, or assigns, shall violate or attempt to violate, any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for the Developer (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision, or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall bear the cost to recover legal expenses, including reasonable attorney's fees.

40. Each lot owner shall be required to pay one month's worth (1/12) of the monthly service charge for the street lights in this subdivision as billed by Indianapolis Power and Light Company. If more than one lot shall be owned by the same person, that person shall be responsible for one month's worth (1/12) of the monthly bill per lot owned. Each respective lot owner shall pay his portion to the Developer until such time as other arrangements are made.

41. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless, by a vote of a majority of the then owners of the lots, it is agreed to amend said covenants in whole or in part provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

42. Invalidation of any of the foregoing covenants, provisions, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

43. The provisions of this Agreement are the only covenants and restrictions for the benefit of this real estate. All past restrictions, either recorded or unrecorded, are hereby waived, released, null, void, and of no force or effect whatsoever.

... THE PROVISIONS OF THIS AGREEMENT ARE THE ONLY COVENANTS AND RESTRICTIONS FOR THE BENEFIT OF THIS REAL ESTATE. ALL PAST RESTRICTIONS, EITHER RECORDED OR UNRECORDED, ARE HEREBY WAIVED, RELEASED, NULL, VOID, AND OF NO FORCE OR EFFECT WHATSOEVER.

DATED THIS 11th DAY OF July, 1980.

CHICAGO TITLE CREDIT ASSOCIATES, INC.

By Thomas A. Grant
THOMAS A. GRANT, PRESIDENT

STATE OF INDIANA)
COUNTY OF MARION)

SS:

I, Thomas A. Grant, a Notary Public, in and for said county and state, personally appeared Thomas A. Grant, President, of the above described real estate and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed.

WITNESS my signature this 11th day of July, 1980.

Notary Public: Thomas A. Grant
County of Residence: Marion

NOTARY PUBLIC
STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXPIRES 12/31/85



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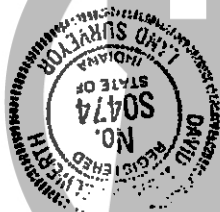
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FILED
OCT 26 1990
LAWRENCE TOWNSHIP
ASSESSOR

**APPROVAL OF
CORRECTION**
METROPOLITAN DEVELOPMENT
COMMISSION
PLAT COMMITTEE
DATE: 10-26-90
D. Coffman
SUBDIVISION ADMINISTRATOR



David J. Stoepelwerth
Registered Land Surveyor
No. S0474

CERTIFIED: October 26, 1990
90 OCT 26 PM 2:17
MARION COUNTY RECORDS
9375C
JOHN R. VOH ARX
MARION COUNTY CLERK

CHICAGO

9. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches, garages, and basements, shall not be less than two thousand (2,000) square feet in the case of a one-story structure, nor less than one thousand one hundred (1,100) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of two thousand two hundred (2,200) square feet of finished and livable floor area.

Item #9 should have read as follows:

"Less than one thousand four hundred (1,400) square feet; on the ground floor.

The Covenants and Restrictions recorded with the plat of the Pine of Fall creek as Instrument 90-81589 in the Office of the Recorder of Marion County, Indiana contains a scrivener's error within item #9. It specifies that a "multiple story structure" shall not be less than one thousand four hundred (1,400) square feet; on the ground floor.

SCRIVENER'S CORRECTION

CROSS REFERENCE
CONSULTING ENGINEERS
LAND SURVEYORS
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R.L. Stoepelwerth, PE, PLS • David J. Stoepelwerth, PE, PLS • Cecil C. Hill, PLS • Deak D. Oswald, PLS • Jeffrey W. Duffing, PLS

