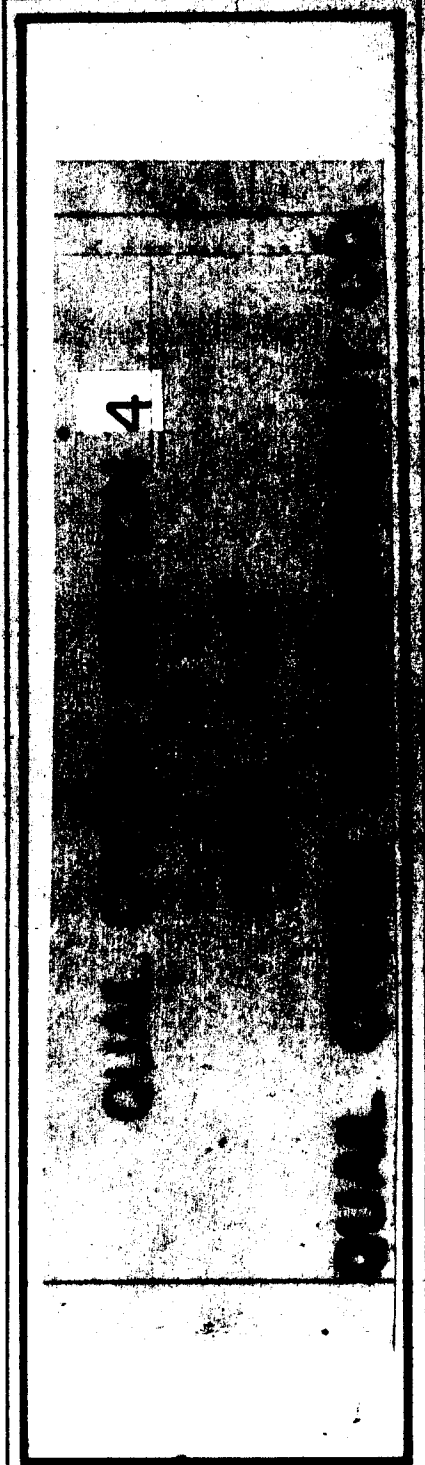


APPROVED THIS 4<sup>th</sup>  
DAY OF June 19 92  
PERTIA TOWNSHIP ASSESSOR  
Dathy Rice DRAFTSMAN

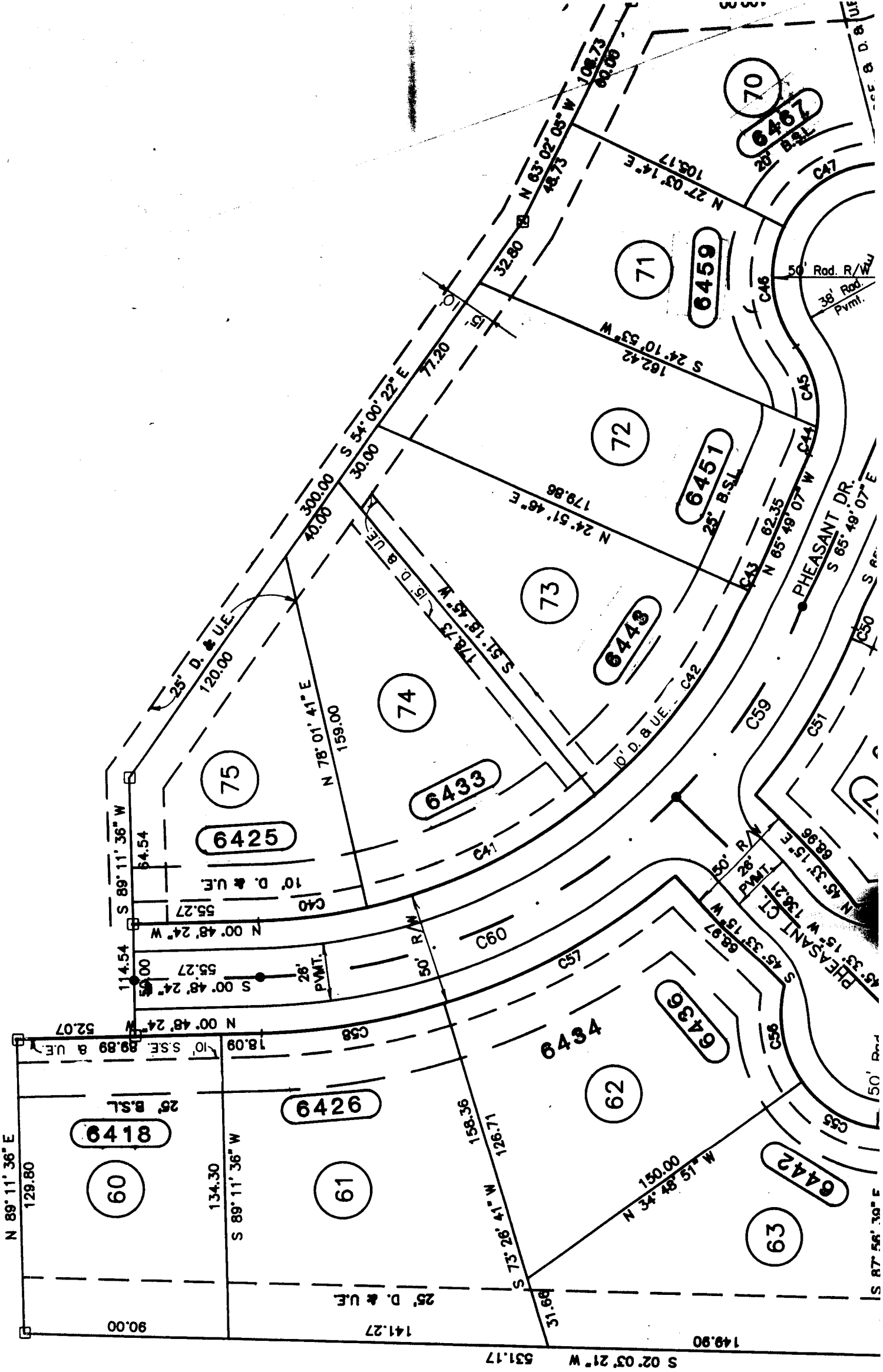
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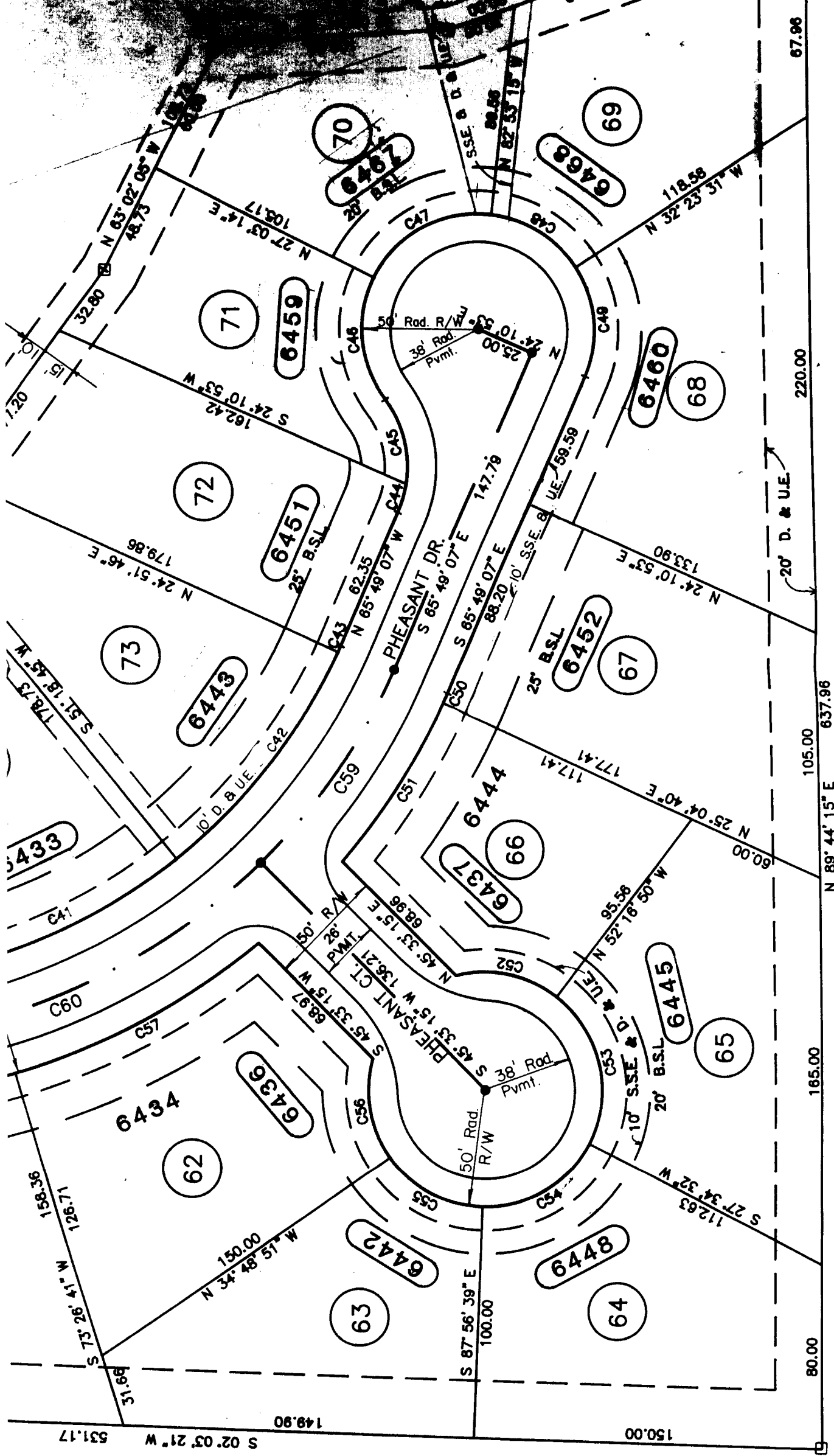
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| Drawn by<br>RSP/RAB  | Checked by      |
| Project No.<br>90322 | Date<br>3-22-91 |

Sheet **1** of **2**

0000006







S 02° 03' 21" W 531.17  
148.90  
150.00  
80.00  
165.00  
637.96  
67.96

S 75° 26' 41" W 126.71  
93.85  
112.63  
S 27° 34' 32" W  
112.63  
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637.96  
67.96

S 87° 56' 39" E 100.00  
S 27° 03' 14" E 108.17  
N 27° 03' 14" E 108.17  
N 03° 02' 05" W 48.73  
32.80  
108.17  
162.42  
S 24° 10' 53" W 179.86  
N 24° 51' 46" E 179.86  
N 24° 10' 53" E 133.90  
N 25° 04' 40" E 177.41  
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N 24° 10' 53" E 133.90  
N 89° 44' 15" E 637.96  
20' D. & U.E.  
220.00  
67.96

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220.00  
67.96

## PLAT COVENANTS

The undersigned, F. James, Wanda I., and Mary B. Nordsiek, the Developers of the real estate shown and described in this plat (the "Real Estate"), hereby certify that they have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as Quail Creek, Section 4, consisting of Lots 60 through 75 inclusive, an addition in Marion County, Indiana, containing 16 Lots.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following plat covenants are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE AND UTILITY EASEMENTS There are areas of ground on this plat marked "Drainage Easements" and "Utility Easements" (D. & U.E.), either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies) and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts; sanitary sewers, storm sewers, drainage swales, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services.

The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded.

The delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures or fences shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Drainage Easements and Utility Easements herein created and reserved.

2. DRAINAGE PLAN It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times within the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

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

3. DEDICATION OF STREETS The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however, to a reservation of ingress-egress for the maintenance of medians, if any, in any entranceways to the subdivision.

4. BUILDING LOCATION Building set-back lines and set back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than six (6) feet, with each lot having an aggregate side yard requirement of sixteen (16) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced in this item, it is strictly for convenience and information and in no instance is to be or be construed as a plat covenant.

5. MINIMUM LIVING AREA No residence constructed on a lot in Section Four of Quail Creek Subdivision shall have less than seventeen hundred (1,700) square feet of finished and livable floor area in aggregate for a one story residence or less than two thousand (2,000) square feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum area of twelve hundred (1,200) square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

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6. TWO CAR GARAGES All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway.

8. TEMPORARY RESIDENCES PROHIBIT/LIMITATION ON VEHICLES No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans, and pick-up trucks.

9. RESIDENTIAL USE ONLY All lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

Detached garages may not be erected on any lot. Tool sheds or storage buildings may be erected on any lot, subject to the approval of the Architectural Control Committee as to type, appearance and placement within a lot, which approval procedure is detailed in Item 11 hereof.

10. TRASH LIMITATION No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No refuse will be maintained on any lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.

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11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL No building, fence, walls or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (Committee). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall be the proper concern of the Committee. The committee will be composed of three (3) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned.

Within thirty (30) days following the sale and deeding of the forty-fifth (45) lot of Quail Creek, Sections Two, Three, and Four the Committee will notify all resident homeowners of a committee meeting to be held within an additional thirty (30) days. At this meeting, resident homeowners will elect one new member to serve for a term of one (1) year and one new member to serve for two (2) years. The remaining Committee member will serve for an additional one (1) year term and be elected out of the three (3) former members of the Committee and will serve as President for this remaining year.

The Committee will call a meeting with thirty (30) day notification of resident property owners who will elect one (1) new committee member for a three (3) year term. The majority of the resident homeowners will elect the members of the Committee. The Committee will call yearly meetings thereafter for the election of a new member for his or her three (3) year term. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee had approved the presented plan.

Exterior wall finishes of all ranch style homes to be brick, stone or masonry product to a height of eight feet above the finished floor level. Gables may be finished in any of the above listed finishes or in a wood product. In multi-floor residences, brick, stone or masonry products shall be used to a minimum height of eight feet above finish floor level. Exterior finishes of upper floors shall be any of the above listed finishes or in a wood product. Use of aluminum, steel or vinyl products is prohibited.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk to dawn" type light in front of their respective front yards.

This Committee shall require a standardized mailbox for each residence and shall establish a design, material and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.

12. FENCE LIMITATION No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

13. SIGN LIMITATIONS No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs, but only during the sale and development of this Subdivision.

14. PERMITTED ANIMALS/NUISANCES 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 they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owners' premises.

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case of a rounded property corner, from the intersection of the street  
extended. The same sight line limitations shall apply to any lot  
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sidewalk pavement. No tree shall be permitted to remain within such  
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permitted to roam at large within the subdivision and shall be confined to  
the owners' premises.

No noxious or offensive trade shall be permitted upon any lot in this  
subdivision, nor shall anything be done thereon which may become a nuisance  
or annoyance to the neighborhood.

Basketball backboards, either free standing on a post in front of the  
building setback line or attached to a residence are prohibited. Only  
basketball backboards on a free standing post in rear yards will be allowed.

15. ENTRANCEWAYS - PRO RATED MAINTENANCE OBLIGATION The areas  
designated on the plat at the entranceways to the entire subdivision known as  
Quail Creek as landscaped easements or landscape and utility easements shall  
be maintained as respects the landscape and entrance wall by the titleowner  
of the lot upon which same exists, provided however, if the property owners  
within all of the sections of the subdivision create a homeowners  
organization to which at least thirty percent (30%) of the lot owners in the  
subdivision belong, then the maintenance responsibility herein mentioned  
shall instead be that of the homeowners organization. Whoever has the  
maintenance responsibility herein detailed shall have the right of  
contribution to the extent of money so expended from each lot owner on an  
equal proratable basis for all lots in all of the sections of this  
subdivision.

Each lot owner's obligation shall mature thirty (30) days after date of  
receipt of notice of his obligation and shall draw interest at twelve percent  
(12%) after the obligation matures with reasonable attorney fees if such  
services are required to secure payment.

16. LIMITATION ON TIME TO BUILD Any party other than the Developer who  
secures title to a lot in this Subdivision agrees to complete construction of  
any residence on or before one (1) year from the date such construction  
commences on said lot. Failure to honor this condition shall establish an  
option to Purchase said lot and improvements thereon for cash at an appraised  
price as hereinafter detailed, exercisable by written notice from the  
Developer to the owners of said lot within sixty (60) days of the expiration  
of the aforesaid one year period.

The appraised price shall be agreed upon within ten (10) days of the lot  
owner's receipt of the above written notice and, if that is not possible, the  
lot owner and Developer agree to submit the question of appraised value to  
appraisal and be bound by same as follows:

(a) Each party shall select an appraiser and the two appraisers shall  
select a third, and this third appraiser shall proceed to determine the value  
of the lot and improvements. Both parties agree to name their respective  
appraiser within fifteen (15) days of the date of the aforesaid written  
notice.

(b) The appraisal shall be made within twenty-five (25) days of the  
date of the aforesaid written notice, and the appraiser shall make his report  
in writing and furnish a copy thereof to each of the parties within five (5)  
days thereafter.

(c) Each party shall pay one-half (1/2) of the cost of this appraiser and  
shall be conclusively bound by the appraiser's determination.

17. ANTENNA LIMITATIONS/SATELLITE DISHES PROHIBITED Exposed antennas  
shall require approval by the Architectural Control Committee. Height shall  
not exceed five (5) feet above roof peak. No visible satellite receiver  
dishes or apparatus shall be allowed on any lot.

18. ABOVE GROUND POOLS PROHIBITED Only in-ground pools will be  
permitted.



19. DURATION OF COVENANTS These covenants shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after date of recording hereof, in the last fifteen (15) years thereof seventy (70%) percent of the lot owners may amend these covenants in whole or in part. After said twenty (20) years said covenants shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants shall terminate in whole or in part; provided, however, that no termination of said covenants shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

20. ENFORCEMENT Violation or threatened violation of these covenants shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatened to violate any such covenants. Available relief in any such action shall include recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants.

21. SEVERABILITY Every one of the Covenants is hereby declared to be independent of, and severable from, the rest of the Covenants and of and from every other one of the Covenants, and of and from every combination of the Covenants.

22. METROPOLITAN DEVELOPMENT COMMISSION The Metropolitan Development Commission; its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, or other limitations contained in this plat other than those covenants, commitments, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

23. SUBJECT TO DECLARATION Also, each Lot and owners of Lots in this plat shall be subject to the PLAT COVENANTS of Quail Creek, Section Four, recorded as Instrument # \_\_\_\_\_ in the office of the Recorder of Marion County, Indiana.

IN WITNESS THEREOF, the undersigned Developers of the real estate, have hereunto caused their names to be subscribed this 1<sup>st</sup> day of June, 1992.

*F. James Nordsiek*

F. James Nordsiek

*Wanda Irene Nordsiek*

Wanda Irene Nordsiek

*Mary B. Nordsiek*

Mary B. Nordsiek

ATTEST:

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF INDIANA )

County of \_\_\_\_\_ )

*Notary Public*  
*June 1992*  
*92*