

SARGENT MANOR
COVENANTS AND RESTRICTIONS

* Timothy L. Paschal Builder, Inc., an Indiana corporation (the "Developer") and Thomas R. and Kathy S. George are the owners of the real estate (the "Real Estate") known as Sargent Manor and shown and described in the plat that is to be recorded in the office of the Recorder of Marion County, Indiana and which is attached as Exhibit A (the "Plat"). Sargent Manor consists of Lots 1-10 (the "Lots"). *A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LAWRENCE TOWNSHIP, MARION COUNTY, INDIANA.*

In order to provide adequate protection to all present and future owners of the Lots (the "Lot Owners"), the following covenants and restrictions, are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. There are areas of ground on the Plat marked "Utility Easements" and "Drainage Easements," either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies and governmental agencies (including cable TV companies, but not including transportation companies), for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility and television and communications services. The Drainage Easements are hereby created and reserved: (1) for the use of Developer during the development of the Subdivision for access to and the installation, repair or removal of a drainage system,

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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 the drainage system. However, the owner of any Lot subject to a Drainage Easement shall be required to keep the portion of the Drainage Easement on the Lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Utility Easements and Drainage Easements 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 shall be erected or maintained upon the easements. Lot Owners shall take and hold title to the Lots subject to the Utility Easements and Drainage Easements herein created and reserved.

2. The rights-of-way of the streets shown on the Plat, if not heretofore dedicated to the public, are dedicated to the public for use as public rights-of-way.

3. Building set-back lines are established as reflected on the Plat. No building or structure shall be erected or maintained between the set-back lines shown and the front or rear lot line (as the case may be) of the Lot. In addition, no building or structure shall be erected or maintained closer to any side Lot line of any

Lot than 15 feet, with each Lot having an aggregate side yard requirement of 30 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.

4. No residence constructed on a Lot shall have less than 2,400 square feet of finished and livable floor area in aggregate for a one story residence or less than 3,000 square feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square footage of 1,500 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling Districts Ordinance of Marion County.

5. No building, fence, wall, swimming pool or other structure shall be erected, placed and altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structure has been approved by the Architectural and Environmental Control Committee (the "A and E Committee") as to the conformity and harmony of the exterior design with existing structure in this Subdivision and with the topography and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of Sargent Manor shall be the proper concern of the Committee. This Committee shall initially be composed of the Developer, or by its duly authorized representatives. The Committee's approval, or disapproval, as required in this covenant

shall be in writing. In the event that written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee had approved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. After all Lots have been sold, the Committee shall consist of three Lot Owners elected for staggered three-year terms by the Lot Owners.

6. Each residence shall have the following:

- (a) An attached garage which will accommodate at least two automobiles.
- (b) A dusk-to-dawn light approved by the A and E Committee.
- (c) A customized mailbox approved by the A and E Committee.
- (d) A sodded or hydroseeded front yard.
- (e) In ground, automatic sprinkling systems.

(f) A concrete or asphalt driveway. No additional parking space other than the driveway shall be permitted.

7. No garage, freestanding basement, trailer, boat, shack, tent or other outbuilding or temporary structure may be used at any time as a residence, either temporarily or permanently. A builder may position a temporary office or storage structure on a Lot during the construction of a residence on the Lot, but those structures shall be promptly removed upon completion of construction of the residence.

8. All Lots shall be used solely for residential purposes except for residences used as model homes during the sale and development of Sargent Manor. No business buildings shall be erected on the 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, other than one single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory buildings. 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, tool sheds or

storage buildings may be erected on any Lot subject to the approval of the Architectural and Environmental Control Committee as to type, appearance and placement within a Lot.

9. All home construction sites shall be kept free of any unnecessary trash and equipment and in a clean and orderly fashion.

10. No camper, motor home, truck, trailer, recreational vehicle or boat of any kind may be stored on any Lot in an open public view. Nor shall any above-ground pools be permitted or erected on any Lot.

11. All television or other antennas shall be affixed to improvements located on the respective Lot involved. No freestanding antennas or satellite dishes larger than 18" in diameter shall be permitted.

12. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent. The Developer and Builders may erect larger signs but only during the sale and development of this Subdivision.

13. No animals, livestock or poultry shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may

be kept provided that they are not kept, bred or maintained for any commercial purpose. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot in Sargent Manor; nor shall anything be done thereon which may be or may become an annoyance or nuisance to Sargent Manor.

14. The Developer will provide a retention basin (the "Basin") within Sargent Manor to aid the control of surface water drainage within and from Sargent Manor. The Basin will be located on Lots 8 and 9 as indicated in the Plat. The Owners of Lots 8 and 9 may landscape the Basin, and they shall maintain the appearance of the portion of the Basin on their properties in an attractive manner and shall be responsible for weed and algae control. However, those Lot Owners shall do nothing to modify or damage the basic structural design of the Basin, and they shall do nothing to modify or impede the Basin's intended function. The Developer shall be responsible for maintaining the function of the Basin for a period of three years from the date of its completion. Thereafter, to the extent that any functional maintenance is necessary, and to the extent that maintenance is not accomplished by the City of Indianapolis, the Lot Owners Association shall have the responsibility for that functional maintenance. The Owners of Lots 8 and 9 grant to the Developer, the City of Indianapolis and the Association the right to come onto Lots 8 and 9 with whatever persons and equipment is necessary to accomplish the required functional maintenance of the Basin. The Developer or the

Association, as the case may be, shall make all reasonable efforts to avoid disruption and damage to Lots 8 and 9 while accomplishing such functional maintenance and shall be responsible for repairing any damage to Lots 8 and 9 that might occur and for reimbursing the Lots 8 and 9 Owners for any expenses incurred by such Lot Owners as a result of such damage. If the Owners of Lots 8 and 9 fail to adequately control weeds and algae or maintain the appearance of the Basin, the Association may accomplish those tasks at the expense of the Owners of Lots 8 and 9. The Association's expense for such inspection, maintenance and (if any) reimbursement to the Owners of Lots 8 and 9 shall be shared equally by all other Sargent Manor Lot Owners. Any assessment against any Lot Owner that remains unpaid after six months shall become a lien against the Lot owned by that person.

15. The tree preservation restrictions and covenants are contained in Exhibit B.

16. When at least five Lots have been sold, the Lot Owners shall form an Association with whatever form of governance they wish. Each Lot Owner shall have one vote.

17. The Plat details areas for the possible future construction of footpaths or sidewalks. There is further an area denominated common area adjacent to Lot 2. The footpaths may be built and the common area designed and landscaped upon the unanimous

agreement of all Lot Owners. If the footpaths or the common area are developed, either the individual Lot Owners or the Lot Owners Association (as the Lot Owners shall decide) shall then maintain those areas (as to the footpaths, both those portions across the private Lots and those portions across public property). Until the common area is developed, it shall be maintained by the Owner of Lot 2. The Developer is not responsible for the development of the footpaths or sidewalks on this common area.

18. The Plat further details two areas on the corners of Lots 1 and 10 at the entrance to Sargent Manor. Identification signage will be placed there by the Developer. Those areas may also be landscaped upon the unanimous consent of all Lot Owners, and, thereafter, the Association shall maintain those areas. Until they are landscaped they shall be maintained by the respective Owners of Lots 1 and 10.

19. The Developer is installing street lights between Lots 2 and 3, 5 and 6, 7 and 8, and 9 and 10. Those lights shall be maintained in operating condition by the Owners of Lots 3, 6, 7 and 9 respectively.

20. All Lot Owners shall follow and satisfy the standards and procedures of Rule 5, 327 Indiana Administrative Code 15-5, during any construction they undertake.

21. These covenants and restrictions 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 and the Lots, or any part thereof, and on all persons or entities claiming under them, until 20 years from the date of recording. At that time, these covenants and restrictions shall be automatically extended for successive periods of ten years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Lot Owners it is agreed that these covenants and restrictions shall terminate in their entirety. However, no termination of these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the Lot Owner or Owners concurring therein. This 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.

22. Violation or threatened violation of these covenants and restrictions 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 and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions.

Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions. However, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

23. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this Plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission. 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 the Plat by the Plat Committee.

24. The provisions of these covenants and restrictions are made solely for the benefit of the Lot Owners, the Association and the Real Estate, and no other person or entity shall acquire or have any right hereunder or by virtue hereof, except to the extent the Metropolitan Development Commission may have been expressly granted a right under the provisions of Paragraph 23.

Timothy L. Paschal Builder, Inc.

By: *Timothy L. Paschal Pres.*
Timothy L. Paschal, President

Thomas R. George
Thomas R. George

Kathy S. George
Kathy S. George

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Timothy L. Paschal, who acknowledged the execution of the foregoing Sargent Manor Covenants And Restrictions this 5th day of July, 1995.

Pamela J. Crawford
Notary Public Signature

PAMELA J. CRAWFORD
Printed Name

My Commission Expires:
March 18, 1997

My County of Residence:
Hancock

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas R. and Kathy S. George, who acknowledged the execution of the foregoing Sargent Manor Covenants And Restrictions this 5th day of June, 1995.

Maxine H. Webb
Notary Public Signature

MAXINE H. WEBB
Printed Name

My Commission Expires:
12/12/95

My County of Residence:
Hamilton



This document was prepared by James E. Hughes, Sommer & Barnard, PC, 4000 Bank One Tower, 111 Monument Circle, P.O. Box 44363, Indianapolis, Indiana 46244-0363.

JOHN R. VON ARX
MARION COUNTY AUDITOR

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TREE PRESERVATION AND CONSTRUCTION NOTES

1. Tree preservation shall be required within the 25-foot and 40-foot Drainage and Utility Easements located on the North, East and South boundaries. All responsible parties involved with the design, approval and construction of the drainage swale locations will be considerate of any existing trees 4-inches or larger. Drainage swales will be designed to maneuver around existing trees 4-inches or larger as allowed by the Department of Public Works to maintain current minimum design standards.
2. The Administrator of the Department of Metropolitan Development and Neighborhood and Development Services Division shall be notified in writing prior to the removal of any existing trees 4-inches or larger that cannot be saved due to any construction activities within the 25-foot and 40-foot Drainage and Utility Easements located on the North, East and South boundaries.
3. The area indicated as "tree preservation area" adjacent to the West boundary shall be left in its existing natural state and shall not be disturbed. No construction activity will be permitted within this area.
4. The areas on Lots 6, 7 and 8 which are not located in a "tree preservation area" shall only be cleared and trimmed to allow for the construction of a house and driveway and to maintain good husbandry.
5. Lot 1 will be allowed to be drained and only the existing dead trees taken down on the northern portion of the lot to allow for new growth.
6. The developer will also be the builder on all of the lots. He will submit an individual tree preservation plan for Lots 1 thru 5 (inclusive), 9 and 10 prior to obtaining an improvement location permit or any site preparation activities.
7. The sidewalks located within Sargent Manor shall remain "Private". The materials for the sidewalks shall be asphalt, stone, concrete, treated lumber or wood chips and will be maintained by the owners of each of the lots for that portion of the walk that passes across their respective lot.

EXHIBIT B