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AMENDED AND RESTATED
RESTRICTIVE COVENANTS OF SOUTH PARK VILLAGE

JULY 1 2007
ACCEPTANCE
FOR TRANSFER

I. Generally

1. Resolution We, the South Park Village Homeowners Association, a non-profit Indiana corporation, the members of which are the owners of the real estate originally platted subdivision, and known as South Park Village, an addition to the City of Beech Grove, Marion County, State of Indiana, as evidenced by the signed votes of two-thirds of the members attached hereto, hereby amend and restate the original "Declaration" recorded as Instrument Number 75-69315 in the Office of the Recorder of Marion County, Indiana, and the "1st Amendment" recorded as Instrument Number 2003-0171660, in the Office of the Recorder of Marion County, Indiana.

2. Purpose In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

3. Duration The covenants herein are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2022, at which time said covenants shall be extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

II. Building Restrictions

1. Square Footage Each half of a duplex or double shall have a minimum living areas exclusive of garages and open porches of one thousand feet.

2. Single-Family Lots designated in the original plat are hereby reserved for attached single-family residential use and will have erected thereupon dwellings which shall share a double common wall with a similar single-family structure on the lot, such double common wall comprising a part of the common tract lines between such tracts.

3. Building Lines Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Metropolitan Development Commission of Marion County under Docket No 91-Z-172.

4. Walk Easements Walk easements (W.E.) are hereby established as set forth on the original recorded plat for the purposes of construction and maintenance of sidewalks to allow public passage therein.

5. Attached Garages All residence construction within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.

6. Antennas All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas for any purpose shall be permitted unless

approved by the building committee.

7. Prior Approval No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by the building committee, which shall have full authority to approve or disapprove the such design and location.

8. Easements No structure, including fences, shall be built on any drainage, sewer, or utility easements.

9. Sight Lines No wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five feet from the intersection of said lines or in the case of a rounded property corner, form the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain with in such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. No fences shall be erected on any lot.

10. Trailers, Shacks No trailers, shacks, or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during construction of a proper structure.

11. Sewers No private, semi-private water or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as provide by said health authority.

12. Storage Tanks Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such manner that they are completely concealed from public view.

III. Use Restrictions

1. Age 55 Each individual lot conveyance is subject to the restrictive covenant that no one under the age of fifty-five shall occupy said real estate unless approved by a majority of the voting members of the South Park Village Homeowners Association. This restriction shall be a covenant running with the land.

2. Commercial Use No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

3. Animals No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

4. Nuisances No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot within this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. Vehicle Repair The repair or storage of inoperative motor vehicles, or material alteration of

motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

6. Childcare, Church No school, preschool, childcare facility, church, or similar institution of any kind shall be maintained, conducted, or operated on any lot.

7. Exterior Lights No exterior lighting shall be directed outside the boundaries of any lot, nor shall lighting be used which constitutes more than normal convenience lighting, unless same is approved by the building committee.

8. Laundry All laundry should be dried on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot. Clotheslines shall not be strung or hung between trees and shrubbery on any lot.

9. Signs No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee.

10. Vehicle Storage No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.

11. Garbage Owners shall not dump any trash, waste, or refuse or other objectionable matter upon any lot, easement, or common area within the properties. All trash, garbage, and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

12. Lawns Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times.

IV. Easements for Drainage, Sewer, and Utilities

1. Generally Lots are subject to drainage easements, sewer easements, and utility easements, either separately or in any combination of the three, as shown on the original plat, which are reserved for the use of the lot owners, public utility companies, and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to 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) Sewer Easements (S.E.) are created for the use of any local government agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are part of said system. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, line, and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of rights, including reading of meters.

2. Swales It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the City of Indianapolis Board of Public Works and Safety Drainage Section and the requirements of all drainage permits for the plat issued by those agencies. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the City of Indianapolis Board of Public Works and Safety Drainage Section. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the City of Indianapolis Board of Public Works and Safety Drainage Section.

V. Common Wall

1. Generally Each wall which is built as part of the original construction of the house upon the lots and connects two dwelling units shall constitute a common wall, or party wall, and to the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding the common wall or party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Hereafter the terms common wall and party wall are to be used interchangeably.

2. Easement The division walls between any tract described herein and the tract immediately adjoining it shall be a double common wall or party wall and the adjoining landowners shall have cross easements in the walls, and the double walls shall be used for the joint purposes of the building separated by it.

3. Liability Should the common wall or party wall, at any time while in use by both parties as aforesaid, be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the double common wall be injured by the act of omission of either party, the wall shall be repaired or rebuilt by the party deemed responsible for the aforesaid act or omission.

VI. Authority of the South Park Village Homeowners Association

1. Rights and Powers Pursuant to these covenants, the South Park Village Homeowners Association has the following rights and powers:

1. Ownership and maintenance of all common areas designated on the original recorded plat;
2. Administration and enforcement of the covenants;
3. Assessments and disbursements of assessments and charges imposed hereby and hereunder the covenants;
4. Establishment of bylaws and procedures for the Association;
5. Establishment of rules in furtherance and enforcement of the covenants;
6. Lawn care, snow removal, and related maintenance on common and private areas.

2. Building Committee The building committee members shall be appointed by the South Park

Village Board President.

VII. Assessments

1. Generally Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments and charges as the same become due in a manner herein provided. Assessments include general assessments, special assessments, and individual assessments. All assessments, together with the interest and charges, costs and attorney's fees thereon and collection as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also become the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty days after the date the same became due and payable shall bear interest or late fee charges, as may be written in the by-laws. Any suit instituted by the South Park Village Homeowners Association, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting same. No owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his lot or otherwise. No sale or transfer shall relieve such lot from liability for any assessments. The building committee shall, upon demand at any time, furnish a certificate in writing, that the assessments on the lot have been paid, or that certain assessments remain unpaid, as the case may be.

2. General Assessments General assessments are assessments levied on every lot and owner annually to cover the anticipated operating costs, maintenance, covenant enforcement, and related items. The budget is to be proposed by the officers of the South Park Village Homeowners Association and approved by a majority of the members.

3. Special Assessments Special assessments are levied on every lot and owner as necessary to cover unanticipated or special projects. The assessment is to be proposed by the officers of the South Park Village Homeowners Association and approved by two-thirds of the members.

4. Individual Assessments Individual assessments are levied on particular lots and owners for violations of covenants. These assessments are dictated by the building committee in conformity with the covenant and bylaws, and may include charges, interest, costs of enforcement, damages, and attorney's fees.

VIII. Enforcement of Restrictions

1. Arbitration In the event of dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the building committee, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

2. Legal Relief If the parties hereto, or any of them, 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 building committee or any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation, together with reasonable attorney fees.

3. Injunctive Relief The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof through injunction or other legal process, is hereby reserved to each and every owner of the several lots in this subdivision, and the building committee, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney fees.

4. Time for Response If the building committee fails to act upon any plan submitted for its approval within a period of thirty days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval.

5. Costs of Enforcement It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity. In addition to assessments, lot owners may be charged penalties explicitly established in the rules or by-laws failure to comply with the covenants.

IX. Amendment of Covenants and Restrictions

The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Marion County Recorder's Office.

X. Miscellaneous

1. Dedication All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

2. Severability Invalidation of any one of the foregoing covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

Jonathan R. Elrod

PREPARED BY: JONATHAN R. ELROD

ELROD & MASCHER, P.C.
5329 S. EMERSON AVE. SUITE C.
INDIANAPOLIS, IN 46237



APPROVED THIS 10th
DAY OF October 2006
PERBY TOWNSHIP ASSESSOR

Natchez Copy

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mc

PROPOSED AMENDMENT TO SOUTH PARK VILLAGE COVENANTS

SEPTEMBER 4, 2008

Per the attached proper written approval of two-thirds of property owners in South Park Village Homeowners Association, the following amendments will become a part of the Restrictive Covenants which were last recorded January 3, 2006, Instrument 2007-0001954.

- 1) Leasing or rental of any property in South Park is prohibited.
- 2) A live-in caretaker under age of 55 years of age may be permitted to live in and provide service to any owner who has need of assistance. The resident owner must submit a physician's statement of need to the South Park Board of Directors. This physician's statement must be updated and submitted every sixty (60) days for the time a caretaker is needed. If resident owner recovers, or no longer has need, the caretaker must vacate the residence within thirty (30) days.
- 30 A legal spouse of a resident who is under age of 55 years may live in South Park Village with approval of two-thirds of homeowners. The under age spouse may not jointly own the property until they reach the age of 55 years.

Submitted by South Park Village Board of Directors

President:	Harold Schill
1st Vice President:	Loetta McCafferty
2nd Vice President:	Beverly Wire
Secretary:	Marilyn VanDeventer
Treasurer:	Margaret Hawkins

This document was prepared by Elrod & Mascher, P.C., 5329 S. Emerson Ave., Suite C., Indianapolis, IN 46237.

Jonathan R. Elrod

JONATHAN R. ELROD

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

SUBSCRIBED AND SWORN to before me, a Notary Public in Marion County, State of Indiana, this 3rd day of January, 2007.

County of Residence Marion
Commission Expires 1-28-08

Shirley B...

Notary Public

Mail to:

J Jonathan R. Elrod
Elrod & Mascher, P.C.
5329 S. Emerson Ave., Suite C
Indianapolis, IN 46237

PROXY (Proposed Amended and Restated Restrictive Covenants)

If you are unable to attend, please return this section to our Secretary, Marilyn Van Deventer (at 405, Phone 787-5279), prior to the Annual Meeting.

I give my proxy to
Olga P...
(Must be a resident of South Park Village)

Approved _____ Disapproved _____

Signed: *JR* Date: _____

APPROVAL/DISAPPROVAL OF
PROPOSED AMENDED AND RESTATED
RESTRICTIVE COVENANTS - MAY 2006

<u>Name</u>	<u>Address</u>	<u>Approved</u>	<u>Disapproved</u>	<u>Signature</u>	<u>Date</u>
Alfrey, Ed/Maxine	319	yes		Ed & Maxine Alfrey	4-20-06
Bradshaw, Russell	321	yes		Russell Bradshaw	4-20-06
Brooks, Ray	410	yes		Ray Brooks	4-20-06
Byland, Joseph	327	yes		Joseph Byland	4-26-06
Cook, Brenda	324	yes		Brenda Cook	4-24-06
Gallagher, Dick	406	yes		Dick Gallagher	4/21/06
Gasper, Bob/Helen	404	yes		Bob & Helen Gasper	4-21-06
Gault, Joe/Rose Mary	413	yes		Joe & Rose Mary Gault	4-18-06
Hawkins, Margaret	308	yes		Margaret Hawkins	4-18-06
Jarrett, Robert	412	yes		Robert Jarrett	4-18-06
Lynch, Waring/Rose Marie	313	yes		Waring & Rose Marie Lynch	4-18-06
Maines, Ray/Helen	411	yes		Ray & Helen Maines	4-21-06
Mansfield, Lena	326	yes		Lena Mansfield	4-21-06
McCafferty, Loeta	312	yes		Loeta McCafferty	4-18-06
Nicooson, Bea	306	yes		Bea Nicooson	4-24-06
Prather, Vera	307	yes		Vera Prather	5-1-06
Prather, Vera <i>Wise David</i>	320	yes		David Wise	5-26-06
Ransdell, Roberta	325	yes		Roberta Ransdell	4/20/06
Ritter, Jean	315	yes		Jean Ritter	4/18/06
Schill, Harold	318	yes		Harold Schill	4/18/06
Strodman, Irene	309	yes		Irene Strodman	4/26/06
Van Deventer, Marilyn	405	yes		Marilyn Van Deventer	4/18/06
Warren, Marjorie	407	yes		Marjorie Warren	4/21/06
(Wright)	314	yes		John Galatin	5-1-06