

BOOK 15 PAGE 800

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HENDRICKS COUNTY IN
JOY BRADLEY
On 01-30-1996 At 01:14 pm.
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Vol. 151 Page 800-07

RESTRICTIVE COVENANTS

Stonebridge Partners, L.P., an Indiana Limited Partnership, does by this indenture, and by those restrictive covenants and requirements entered for record in ~~Michigan~~ PLAT COMMET 3 page 1, in said Recorder's office, restrict and covenant the lots and other areas within the boundary of Stonebridge, Section 1, to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

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1. DEFINITIONS. "Developer" shall mean Stonebridge Partners, L.P., "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of Stonebridge Inc, the General Partner of Stonebridge Partners, L.P., or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event Stonebridge, Inc., the General Partner of Stonebridge Partners, L.P. is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

2. LAND USE. All lots are restricted to residential use. See Section numbered 21 below. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with the Hendricks County zoning and subdivision regulations and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one residence across the common lot line, the side lot line set back restrictions specified in Section numbered 5 below shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

3. RESIDENCE SIZE AND CONSTRUCTION. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence three stories or less in height. Residences on all lots shall have, at a minimum, attached two-car garages. No detached buildings other than accessory buildings as described in paragraph 4 shall be permitted. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,500 square feet. The ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall be not less than 1,000 square feet, with no less than a total of 1,700 square feet of finished floor space in such multiple-story structure. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-story residences. No house plan shall be approved unless at least 65% of the front elevations, exclusive of gables and overhangs, shall be brick veneer. Other than required on the front elevation, vinyl siding shall be permitted. The roof pitch on single story dwellings shall be a minimum of 8/12 and on multiple-story dwellings shall be a minimum of 7/12. "Weathered Wood" color shingles shall be required on all dwellings. The front elevation of dwellings on adjoining lots shall not be identical or so similar as to appear identical.

4. **ACCESSORY BUILDINGS.** An accessory building may be constructed with the minimum size to be no less than sixty square feet and no more than 144 square feet. All accessory buildings shall be constructed in such a manner as to conform to the standards of construction as used in the main structure on the lot, including color and design. There shall be no all-metal exterior coverings on accessory buildings. All accessory buildings shall be located no nearer than 95 feet from the front property line and no nearer than 10 feet from any side or rear property line.

5. **BUILDING SETBACK DISTANCES.** Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered, or be permitted to remain, nor shall any building be erected nearer than 5 feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than a total of fifteen (15) feet, measured at the building line. Architectural appurtenances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walks are exempt from these setback requirements.

6. **OCCUPANCY OF STRUCTURES.** No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by Hendricks County. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

7. **ARCHITECTURAL DESIGN.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already built, and as to conformity with grading plans, exterior architectural elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. **IMPROVEMENT LOCATION PERMIT.** In addition to the approval required in Section numbered 7 above, Hendricks County must issue an Improvement Location Permit before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. The Hendricks County Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations, and first floor elevations. Prior to house construction, each owner is obligated to inspect his lot to insure that the developer's drainage facilities will remove all free water from the surface of the lot. He shall report at once to the developer any deficiencies found. The owner shall develop his lot in a way that assures that finished slopes, grades, and erosion control measures comply with said soil, water, and development plans after completion of all improvements and landscaping. See Section numbered 23 below. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement location permit and certificate of occupancy application, which engineer or surveyor shall certify positive surface drainage and that wastewater will gravity flow from the first floor of the residence to a sanitary sewer. In the

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improvement of any lot the owner thereof will be accountable to the developer and the Hendricks County Drainage Board for damages caused by him or his contractors to drainage facilities built by the developer. In the event of such damages, the owner will be given 10 days notice by certified or registered mail to repair said damages, after which time, if no action is taken by the owner, the committee may use the procedure described in Section numbered 39 below.

9. WATER SUPPLY SYSTEMS. The central water supply system of the Indianapolis Water Company, in lieu of individual water wells, shall be used in this subdivision. The Hendricks County Plan Commission is hereby granted right of enforcement of this covenant.

10. FENCES require committee approval before erection as provided in Section numbered 7 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. No fence shall be allowed in front of the front most side corners of any residence. Swimming pools shall be properly fenced or covered to protect the safety of others as required by Section numbered 25 below. Fences in easements are prohibited.

11. CONSTRUCTION TIME. Unless delayed by court injunction, war, or an act of God, any residence, fence, water line, sewer ditch, or any structure on any lot, once approved and under construction, must be completed six (6) months from the date construction starts, after which time the committee may, with thirty (30) days written notice, enter, take possession of said lot and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.

12. STORAGE TANKS. Oil, gasoline or other storage tanks shall comply with the laws, rules, and regulation of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies. All such tanks shall be buried or screened from view.

13. SIGNS. This section does not apply to any sign or signs that may be erected on the entrance easement by the developer in favor of the committee. The only signs that may be erected by lot owners in this subdivision are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two days twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size.

14. HUNTING AND TRAPPING are prohibited in this subdivision.

15. SIGHT DISTANCES. At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailboxes) between 2 and 8 feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along streets from points in the driveways 25 feet from the street curb. Where the committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

16. ANIMALS. No one shall keep or maintain animals or poultry in this subdivision except no more than two household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial purposes. Household pets shall be kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked or allowed off the lot

where it is originally kept, it must be controlled by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of immediately by the owner of said animal. No more than two (2) family pets may be kept per residence.

17. **VEHICLE PARKING.** No trucks larger than three quarter ton pickup trucks, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles, vehicles in any state of disrepair, or similar vehicles shall be parked or repaired on any road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall be on any street or road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes adequate screening and reasonable length of time.

18. **LANDSCAPING AND GARDENS.** The lot owner shall modify his lot for human use and enjoyment by grading and decorative planting within one hundred eighty (180) days following completion of a house thereon, weather permitting. Vegetable gardens shall be limited to areas in the rear of dwellings, shall not be permitted in drainage or utility easements and shall not be larger than five hundred (500) square feet in size. All front lawns shall be sodded.

19. **MAINTENANCE OF LOTS AND IMPROVEMENTS.** Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash, and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots, whether or not improved.

20. **NUISANCES.** No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

21. **BUSINESSES.** No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church, or school operate in this subdivision. Day-care and preschool facilities for no more than six (6) children twelve (12) years or younger are permitted.

22. **DEDICATED EASEMENTS.** Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the developer, Hendricks County, the committee, and the other lot owners in those certain strips or areas of ground designated "utility easement," "drainage easement," and "entrance easement" that are reserved hereinabove. No permanent or other structures may occupy said easements excepting the facilities for which the easements are reserved hereinabove. No facility shall occupy any easement in a position that will obstruct a property line or corner.

23. **LOT GRADING.** Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See Sections numbered 8 and 18 above. It is understood and agreed by lot purchasers that the drainage swales on that lot have been satisfactorily installed by the developer and they and their contractors and agents shall not allow those drainage areas to be altered. Should those drainage areas be changed, the lot owner shall return those drainage areas to satisfactory grade without expense or liability

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to the developer.

24. **DRIVEWAYS AND ACCESS RIGHTS.** Residential driveways shall be constructed of portland cement concrete, asphalt, or other hard-surface materials; however, driveways between the backs of curbs and sidewalks shall be constructed only of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material. For the purposes of establishing County Road 100 North as a limited access facility, all right and easement of direct ingress and egress to, from, and across said road to and from Lots 15 and 16 are hereby permanently extinguished; however, the owners of said lots and their successors in title shall have access rights to and from Stonebridge Drive. This access control covenant shall run with the land and shall be binding on all successors in title to said lots.

25. **SWIMMING POOLS.** No swimming pools, where the water level is either partially or completely above natural ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced or covered to protect the safety of others. Before erection, such fence or cover shall receive committee approval as required by Section numbered 10 above.

26. **CRAWL SPACE, BASEMENT, AND FOUNDATION DRAINS.** No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains, and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any such subsurface drain become blocked, partially blocked, or damaged with resulting damage to another lot owner and/or to the drainage system of any street, the owner causing said blockage and/or damage shall be liable for all damages to the injured party or parties, the developer, or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners, and said county harmless from liability therefrom.

27. **BASEMENTS** are allowed on all lots in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

28. **PROSCRIBED AND OTHER IMPROVEMENTS.** No improvements of any kind shall be permitted in a dedicated street right of way excepting erosion control, driveway entrances, sidewalks, landscaping, and mailboxes.

29. **SANITARY SEWER CONNECTION.** Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot owners.

30. **UTILITIES CONNECTION INSPECTION.** All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

31. **SIDEWALKS.** Each initial lot owner taking his title from the developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence) and maintain in good condition a concrete sidewalk at the sides of all streets upon which his lot abuts. Sidewalks shall be constructed at the time of construction of a residence on said lot, within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever first

occure. Said walks shall conform with the lines and grades established by the committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control, and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate subbase.

32. MUD CONTROL. Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of Stonebridge, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately-surfaced area. Should mud or other debris be distributed on any public street or other area of Stonebridge, as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in Section numbered 40 below. The owner further holds the developer, its agents, engineers, contractors, and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

33. MAILBOXES. All mailboxes shall be in accordance with the standards set forth by the committee and shall be installed by the builder simultaneously with the construction of the dwelling.

34. INLET AND CATCH BASIN CASTINGS, CLEANING OP. To facilitate storm water removal from streets and other areas, the Hendricks County Highway Department may keep castings of inlets and catch basins free of silt, debris, and the accumulation of any other foreign matter. However, if any such casting ponds water because said county has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable for damages that may result.

35. FOUNDATIONS AND SLABS ON GRADE. All building foundations shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observation of the subgrade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil.

36. TEMPORARY STRUCTURES. No trailer, shack, motor home, 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.

37. EXTERIOR LIGHTING. No exterior lighting of the home or the lot, the effect or use of which becomes a nuisance to adjoining lot owners, shall be permitted.

38. ELECTRONIC SIGNAL TRANSMISSION OR RECEPTION. Any transmission of radio, television, microwave, or any other form of electronic signals from any lot, which interferes with the health or tranquility of any other lot owner shall be prohibited. Installation of antenna used for the reception of any form of electronic signal shall be located beyond the rear corners of the house and shall not be visible to the public view, and shall be screened from the view of adjoining Stonebridge Subdivision lot

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owners. Satellite dishes shall be no larger than 18" in diameter.

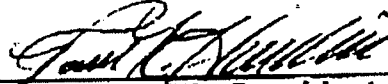
39. ENFORCEMENT. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 18% per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all assessments that shall be made pursuant to this paragraph. Any right, duty, or power designated herein to the committee shall likewise be extended to any lot owner damaged as a result of a violation of any covenant herein.

40. TERM. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them until July 1, 2005, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by at least three fourths (3/4) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

41. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned person, executing this instrument on behalf of Stonebridge Partners, L.P., represents and certifies that he is a duly elected representative of said partnership and has been fully empowered by proper resolution of the General Partner of said partnership to execute and deliver this dedication.

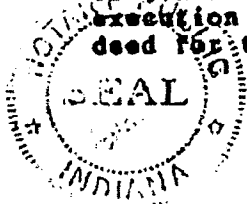
IN WITNESS WHEREOF, the said Stonebridge, Inc., General Partner for Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set its hand and seal this 30th day of January, 1996.



PAUL T. HARDIN, President
Stonebridge, Inc., General Partner
of Stonebridge Partners, L.P.

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President, Stonebridge, Inc., General Partner of Stonebridge Partners, L.P., as owner and proprietor of said subdivision and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein stated.



Linda M. Foddrill, Notary Public
Residing in Hendricks County, IN.

My Commission Expires May 11, 1999.

This instrument prepared by Russell M. Webb, Jr., Attorney at Law,
10 South East Street, P.O. Box 188, Plainfield, Indiana 46168.

9700018276
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 09-02-1997 at 03:22 pm.
COVENANTS 29.00
Vol. 23 Pg. 1950 - 1959

RESTRICTIVE COVENANTS

STONEBRIDGE PARTNERS, L.P., an Indiana Limited Partnership, does by this indenture, and by those restrictive covenants and requirements as shown on the plat of this section of the Stonebridge Subdivision as entered for record in Plat Cabinet 4, Slide 124, page 2, and Slide 125, Page 1, in the office of the Hendricks County Recorder, restrict and covenant the lots and other areas within the boundary of Stonebridge, Section 2, to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, partnerships, limited liability companies or partnerships, trusts, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivisions:

1. **DEFINITIONS.** "Developer" shall mean Stonebridge Partners, L.P. "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of Stonebridge, Inc., the General Partner of Stonebridge Partners, L.P., or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event Stonebridge, Inc., the General Partner of Stonebridge Partners, L.P. is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

2. **LAND USE.** All lots are restricted to residential use. See section numbered 21 below. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with the Hendricks County zoning and subdivision regulations and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one residence across the common lot line, the side lot line setback restrictions specified in section numbered 5 below shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

3. **RESIDENCE SIZE AND CONSTRUCTION.** No residence shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence three stories or less in height. Residences on all lots shall have, at a minimum, attached

two-car garages. No detached buildings other than accessory buildings as described in section 4 shall be permitted. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,500 square feet. The ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall be not less than 1,000 square feet, with no less than a total of 1,700 square feet of finished floor space in such multiple-story structure. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all of the above requirements for multiple-story residences. No house plan shall be approved unless at least 65% of the front elevations, exclusive of gables and overhangs, shall be brick veneer. Other than required on the front elevation, vinyl siding shall be permitted. The roof pitch on single story dwellings shall be a minimum of 8/12 and on multiple-story dwelling shall be a minimum of 7/12. "Weathered wood" color shingles shall be required on all dwellings. The front elevation of dwellings on adjoining lots shall not be identical or so similar as to appear identical.

4. ACCESSORY BUILDINGS. An accessory building may be constructed with the minimum size to be no less than sixty (60) square feet and no more than one hundred forty-four (144) square feet. All accessory buildings shall be constructed in such a manner as to conform to the standards of construction as used in the main structure on the lot, including color and design. There shall be no all-metal exterior coverings on accessory buildings. All accessory buildings shall be located no nearer than ninety-five (95) feet from the front property line and no nearer than ten (10) feet from any side or rear property line.

5. BUILDING SETBACK DISTANCES. Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered or be permitted to remain, nor shall any building be erected nearer than five (5) feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than a total of fifteen (15) feet, measured at the building line. Architectural appurtenances projecting not more than twenty-four (24) inches, stairways projecting not more than four (4) feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps and walks are exempt from these setback requirements.

6. OCCUPANCY OF STRUCTURES. No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by Hendricks County. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

7. ARCHITECTURAL DESIGN. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans and specifications have been first submitted to, and approved by, the committee as to harmony with the exterior design, quality and aesthetic appearance of structures already built, and as to conformity with grading plans, exterior architectural elevations, destruction of trees and other vegetation, and any other such matter as may

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affect the environment or ecology of the subdivision. The committee's approval or disapproval, as required in these covenants, shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. IMPROVEMENT LOCATION PERMIT. In addition to the approval required in section numbered 7 above, Hendricks County must issue an Improvement Location Permit before any structure, improvement or land use may be altered, changed, placed, erected or located in this subdivision. The Hendricks County Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations and first floor elevations. Prior to house construction, each owner is obligated to inspect his lot to insure that the developer's drainage facilities will remove all free water from the surface of the lot. He shall report at once to the developer any deficiencies found. The owner shall develop his lot in a way that assures that finished slopes, grades and erosion control measures comply with said soil, water and development plans after completion of all improvements and landscaping. See section numbered 23 below. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement location permit and certificate of occupancy application, which engineer or surveyor shall certify positive surface drainage and that wastewater will gravity flow from the first floor of the residence to a sanitary sewer. In the improvement of any lot, the owner thereof will be accountable to the developer and the Hendricks County Drainage Board for damages caused by him or his contractors to drainage facilities built by the developer. In the event of such damages, the owner will be given ten (10) days notice by certified or registered mail to repair said damages, after which time, if no action is taken by the owner, the committee may use the procedure described in section numbered 39 below.

9. WATER SUPPLY SYSTEMS. The central water supply system of the Indianapolis Water Company, in lieu of individual water wells, shall be used in this subdivision. The Hendricks County Plan Commission is hereby granted right of enforcement of this covenant.

10. FENCES. Fences require committee approval before erection, as provided in section numbered 7 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air or view, or will otherwise hinder or damage the aesthetics of most side corners of any residence. Swimming pools shall be properly fenced or covered to protect the safety of others, as required by section numbered 25 below. Fences in easements are prohibited.

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11. CONSTRUCTION TIME. Unless delayed by court injunction, war or an act of God, any residence, fence, water line, sewer ditch or any structure on any lot, once approved and under construction, must be completed six (6) months from the date construction starts, after which time the committee may, with thirty (30) days written notice, enter, take possession of said lot and sell the same, together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.

12. STORAGE TANKS. Oil, gasoline or other storage tanks shall comply with the laws, rules and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency and all other relevant governmental bodies. All such tanks shall be buried or screened from view.

13. SIGNS. This section does not apply to any sign or signs that may be erected on the entrance easement by the developer in favor of the committee. The only signs that may be erected by lot owners in this subdivision are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two (2) days twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size.

14. HUNTING AND TRAPPING. Hunting and trapping are prohibited in this subdivision.

15. SIGHT DISTANCES. At driveways no one may place, construct, plant, maintain, allow or suffer any improvements, landscaping or other obstructions to vision (excepting mailboxes) between two (2) and eight (8) feet above the finished grade with the purpose that at least one hundred fifty (150) feet of sight distance will be provided in both directions along streets from points in the driveways twenty-five (25) feet from the street curb. Where the committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

16. ANIMALS. No one shall keep or maintain animals or poultry in this subdivision, except no more than two (2) household pets, such as cats and dogs, but no pet shall be kept, bred or maintained for commercial purposes. Household pets shall be kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked or allowed off the lot where it is originally kept, it must be controlled by leash, and any debris or animal waste resulting therefrom shall be cleaned up, removed and disposed of immediately by the owner of said animal. No more than two (2) family pets may be kept per residence.

17. VEHICLE PARKING. No trucks larger than three quarter (3/4) ton pickup trucks, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational

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vehicles, boats, motorcycles, vehicles in any state of disrepair, or similar vehicles shall be parked or repaired on any road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall be parked on any street or road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes adequate screening and reasonable length of time.

18. LANDSCAPING AND GARDENS. The lot owner shall modify his lot for human use and enjoyment by grading and decorative planting within one hundred eighty (180) days following completion of a house thereon, weather permitting. Vegetable gardens shall be limited to areas in the rear of dwellings, shall not be permitted in drainage or utility easements and shall not be larger than five hundred (500) square feet in size. All front lawns shall be sodded.

19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April and September, lot owners or their designated representatives shall mow their lots, whether or not improved.

20. NUISANCES. No one shall carry out or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

21. BUSINESSES. No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church or school operate in this subdivision. Daycare and preschool facilities for no more than six (6) children twelve (12) years or younger are permitted.

22. DEDICATED EASEMENTS. Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the developer, Hendricks County, the committee and the other lot owners in those certain strips or areas of ground designated "utility easement," "drainage easement," and "entrance easement" that are reserved hereinabove. No permanent or other structures may occupy said easements, excepting the facilities for which the easements are reserved hereinabove. No facility shall occupy any easement in a position that will obstruct a property line or corner.

23. LOT GRADING. Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See sections numbered 8 and 18 above. It is understood and agreed by lot purchasers that the drainage swales on that lot have been satisfactorily installed by the developer and they

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and their contractors and agents shall not allow those drainage areas to be altered. Should those drainage areas be changed, the lot owner shall return those drainage areas to satisfactory grade without expense or liability to the developer.

24. DRIVEWAYS AND ACCESS RIGHTS. Residential driveways shall be constructed of portland cement concrete, or other hard surface materials; however, driveways between the backs of curbs and sidewalks shall be constructed only of portland cement concrete. Any hard surface material other than portland concrete cement must be approved by the committee. Pavement shall be a minimum of four (4) inches thick, excluding subbase material.

25. SWIMMING POOLS. No swimming pools, where the water level is either partially or completely above natural ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced or covered to protect the safety of others. Before erection, such fence or cover shall receive committee approval as required by section numbered 10 above.

26. CRAWL SPACE, BASEMENT AND FOUNDATION DRAINS. No crawl spaces, basements, caves, troughs, gutters, downspouts or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any such subsurface drain become blocked, partially blocked or damaged with resulting damage to another lot owner and/or to the drainage system of any street, the owner causing said blockage and/or damage shall be liable for all damages to the injured party or parties, the developer or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners and said county harmless from liability therefrom.

27. BASEMENT. Basements are allowed on all lots in this subdivision, but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

28. PROSCRIBED AND OTHER IMPROVEMENTS. No improvements of any kind shall be permitted in a dedicated street right-of-way, excepting erosion control, driveway entrances, sidewalks, landscaping and mailboxes.

29. SANITARY SEWER CONNECTION. Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot owners.

30. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly

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authorized representatives or successors, who shall have the right to require correction of any defects discovered.

31. SIDEWALKS. Each initial lot owner taking his title from the developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence) and maintain in good condition a concrete sidewalk at the sides of all streets upon which his lot abuts. Sidewalks shall be constructed at the time of construction of a residence on said lot, within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever first occurs. Said walks shall conform with the lines and grades established by the committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a four (4)-inch aggregate subbase.

32. MUD CONTROL. Prior to, during or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of Stonebridge, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate silt fencing or erect any other barrier to block vehicles leaving the lot, excepting at the driveway or other appropriately surfaced area. Should mud or other debris be distributed on any public street or other area of Stonebridge as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in section numbered 40 below. The owner further holds the developer, its agents, engineers, contractors and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

33. MAILBOXES. All mailboxes shall be in accordance with the standards set forth by the committee and shall be installed by the builder simultaneously with the construction of the dwelling.

34. INLET AND CATCH BASIN CASTINGS, CLEANING OF. To facilitate storm water removal from streets and other areas, the Hendricks County Highway Department may keep castings of inlets and catch basins free of silt, debris and the accumulation of any other foreign matter. However, if any such casting ponds water because said county has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly

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dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable for damages that may result.

35. FOUNDATIONS AND SLABS ON GRADE. All building foundations shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observation of the subgrade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil.

36. TEMPORARY STRUCTURES. No trailer, shack, motor home, 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.

37. EXTERIOR LIGHTING. No exterior lighting of the home or the lot, the effect or use of which becomes a nuisance to adjoining lot owners, shall be permitted.

38. ELECTRONIC SIGNAL TRANSMISSION OR RECEPTION. Any transmission of radio, television, microwave or any other form of electronic signals from any lot, which interferes with the health or tranquility of any other lot owner shall be prohibited. Installation of antenna used for the reception of any form of electronic signal shall be located beyond the rear corners of the house and shall not be visible to the public view, and shall be screened from the view of adjoining Stonebridge Subdivision lot owners. Satellite dishes shall be no larger than eighteen (18) inches in diameter.

39. ENFORCEMENT. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee, nor any of its agent, employees or contractors, shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen per cent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the

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committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all assessments that shall be made pursuant to this paragraph. Any right, duty or power designated herein to the committee shall likewise be extended to any lot owner damaged as a result of a violation of any covenant herein.

40. TERM. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, until September 1, 2007, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by at least three-fourths (3/4) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

41. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned person, executing this instrument on behalf of Stonebridge Partners, L.P., represents and certifies that he is a duly elected representative of said partnership and has been fully empowered by proper resolution of the General Partner of said partnership to execute and deliver this dedication.

IN WITNESS WHEREOF, the said Stonebridge, Inc., General Partner for Stonebridge Partners, L.P. by Paul T. Hardin, President, as owner and proprietor of the above described real estate, has set its hand and seal, this 2d day of September, 1997.

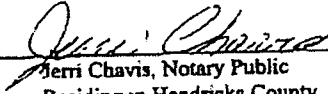


**PAUL T. HARDIN, PRESIDENT,
STONEBRIDGE, INC., GENERAL PARTNER
OF STONEBRIDGE PARTNERS, L.P.**

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STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President, Stonebridge, Inc., General Partner of Stonebridge Partners, L.P., as owner and proprietor of said subdivision and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein stated.


Terri Chavis, Notary Public
Residing in Hendricks County, Indiana

My Commission Expires:

June 25, 2001.

This instrument was prepared by Russell M. Webb, Jr., Attorney at Law, 10 South East Street, Post Office Box 188, Plainfield, Indiana, 46168.