

99-24814

MARTHA A. WOMACKS  
MARION COUNTY RECORDER

162328 FEB-18

11

### Sycamore Leaf Covenants and Restrictions

REQUIRE TO FINAL ACCEPTANCE  
FOR TRANSFER

The undersigned, SAFCO Development Inc., Richard Fisher, President, owner of the real estate shown and described herein, does hereby certify that he has laid off, platted and subdivided and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat, SAFCO Inc. shall be referred to as the Declarant. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat. This subdivision shall be known and designated as Sycamore Leaf subdivision in Marion County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

There shall be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Sycamore Leaf Homeowners Association Inc." which shall be referred to as the Association. All lot owners within Sycamore Leaf Subdivision shall be members of the Association.

(I) The general purpose of the Association shall be to provide a means to maintain, repair and/or replace the area within the Subdivision for the purpose of storage of storm water designated as the Retention Area including storm sewer easements, as well as to provide a means to maintain, repair and/or replace entrance signs, fountains, Green Space Common Area and Landscape Easements. Common Area and Green Space means the drainage system, the Lakes, roadway pavers to the extent not maintained by public authority, any utility service lines or facilities not maintained by a public utility company or governmental agency that serve more than one lot, and any areas of land shown on the plat, described in any recorded instrument prepared by owner or it's agents or conveyed to or acquired by the corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, the owners of lots.

(II) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots in the Subdivision as well as collecting and disbursing the assessment and charges.

(III) The Board of Directors of the Association shall fix the amount of the annual charge by the first day of January of each year, and written notice of the charge so fixed shall be sent to each member. The annual assessments may be increased each year not more than 5% above the assessments permitted for the previous year, on a cumulative basis, without a vote of membership. The annual assessments may be increased by more than 5% above the assessments permitted for the previous year by a vote of two-third (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby. The Board of Directors shall establish the dates the General Assessment shall become due and the manner at which it shall be paid.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance

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of the Green Space Common Area and Landscape Easement, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Lot owners will be responsible for mowing the Landscape Easement on their lot. The Association will maintain all plant materials in the Landscape Easements and Common Areas.

Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each owner of any 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 to the Association the following: (1) General Assessments, and (2) Special Assessments, such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Limitations on Assessments Owed by Declarant. Notwithstanding anything to the contrary contained herein, neither the Declarant nor Davis Homes (builder) shall be obligated to pay as to any and all Lots owned by it from time to time any assessments (whether regular annual assessments or special assessments) payable hereunder by Owners. The General Assessment shall commence with respect to assessable lots on the first day of the month following conveyance of the first lot to any Lot Owner who is not the Declarant or builder. The initial assessment on any assessable lot shall be adjusted according to the number of whole months remaining in the assessment year.

(IV) Any assessment not paid within 30 days after the due date may upon resolution upon the board of directors bear interest from the due date at a percentage rate not greater than the current statutory maximum annual interest rate, to be set by the board of directors for each assessment year. The charges or assessments levied by the Association shall be used exclusively for the purpose of maintaining the Retention Area and Community Areas as set forth under Section (I).

The Declarant of the herein described real estate shall convey title to the Lakes and Common Areas to the Sycamore Leaf Homeowners Association. Each owner of a lot that abuts the Lakes shall be responsible at all times for maintaining so much of the bank of the Lakes above the pool level as constitutes a part of or abuts his lot and shall keep that portion of the Lakes abutting his lot free of debris and otherwise in reasonably clean condition.

No boats shall be permitted upon any part of the Lakes and no dock, pier, wall or other structure may be extended into the Lakes without prior written consent of the Board of Directors and such governmental authority as may have jurisdiction thereover. No swimming will be permitted in the Lakes except if and to the extent authorized by the Board of Directors. Each owner of a lot abutting the Lakes shall indemnify and hold harmless the Declarant, the Association and each other Owner against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access

to, the Lakes by any Person who gains access thereto from, over or across such Owners Lot.

The Declarant shall have no liability to any Person with respect to the Lakes, the use thereof or access thereto, or with respect to any damage to any Lot resulting from the Lakes or the proximity of a Lot thereto, including loss or damage from erosion.

The Homeowner's Association shall maintain the entryways, the landscape easements, Green Space and all improvements and plantings thereon, and the maintenance costs thereof shall be assessed as a General Assessment against all lots. Grass, trees, shrubs and other plantings located on an entryway, Green Space or a landscaping easement shall be kept neatly cut, cultivated or trimmed as reasonable required to maintain an attractive entrance to Sycamore Leaf or a part thereof or a planting area within Sycamore Leaf. All entrance signs located on an entryway shall be maintained at all times in good condition appropriate to a first class residential subdivision.

To the extent not maintained by public authority, the Homeowner's Association shall maintain the roadway pavers and the maintenance cost thereof shall be assessed as a General Assessment against all lots.

Sycamore Leaf HOMEOWNER'S ASSOCIATION / Each Lot Owner shall automatically be a member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a person would realize upon his security and become a Lot Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Lot Owners, including those provisions with respect to the payment of Assessments. The Corporation shall have two classes of members.

CLASS A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class membership, and be entitled to one (1) vote for each lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

CLASS B members shall be the Declarant and all successors and assigns of the Declarant designated by the Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to five (5) votes for each lot owned by them or it and five (5) votes for each single numbered parcel of land shown upon and identified as a lot on any recorded plat of the Real Estate.

The Class B membership shall terminate upon the first to occur of (a) resignation of the Class B member and written resignation of the Class B members as such is delivered to the resident agent

of the Association; or (b) when all of the development area has been developed into lots and all such lots have been sold. Declarant shall each be entitled to one (1) Class A membership for each Lot of which it is an Owner on or after the termination of the Class B membership.

Unless the Class B member and at least two-thirds of the Class A members have given their prior written approval, the Association, the Board of Directors and the Declarant may not change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a residence by an act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to the architectural design or the exterior appearance of the residences or maintenance and upkeep of the community area.

Front and side yard buildings setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat and marked Drainage, Utility and/or Landscape Easements, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and landscaping subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but Owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

**LAND USE.** Lots may be used only for residential purposes as provided in the Declaration of Covenants and Restrictions. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses in a Section than the number of original Lots shown on a Plat of such Section.

**LOT DEVELOPMENT PLANS.** Prior to commencement of any construction on a Lot, a Lot Development Plan shall be submitted to the Architectural Review Board. The Architectural Review Board may require as part of a Lot Development Plan, a report of a subsurface soils investigation of the Lot made by a qualified soils engineer, which report shall include recommendations for the foundations of the proposed Residence.

**SIZE OF RESIDENCE.** Except as otherwise provided herein, no residence may be constructed on any lot unless such Residence, exclusive on open porches, attached garage and basements, shall have a total floor area of 1,350 square feet.

**BUILDING LOCATION AND FINISHED FLOOR ELEVATION.** No building may be erected between the building line shown on a Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than ten (10) feet from another building or nearer than twenty (20) feet to the rear Lot line. A minimum finished floor elevation, shown on the development plan for each Section, has been established for each Lot and no finished floor elevation shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations.

**DRAINAGE.** In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provide on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established by Drainage Board. In such event, each Lot in the Parcel will be subjected to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and/or the Lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade or surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. These drains shall be connected wherever feasible into a subsurface drains and tiles located on the Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

**EXTERIOR LIGHTS.** No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

**ELECTRIC BUG KILLERS.** Electric bug killers, "Zapper" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other owners and shall only be operated when outside activities require the use thereof and not continuously.

**ASSESSMENTS.** The Board of Directors may make Assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity that is the responsibility of the Owner of a lot hereunder but which such Owner has not undertaken as required hereunder. Any such Assessment shall be assessed only against those Owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance of other activity.

**FENCING.** No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is located on a Landscape Easement or is part of Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No chain link fence shall be erected upon a Lot. No fence shall be erected or maintained on or within any Landscape or Drainage Easement except such as may be installed by Declarant and subsequently replaced by the Corporation in such manner as to preserve the uniformity of such fence. In no event may any fence be erected or maintained on any Lot without the prior approval of the Architectural Review Board, which may establish design standards for fences and further restrictions with respect to fencing, and including limitations (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any Lake. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet

above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

All front yards are to be sodded. On corner lots, front and side yards are to be sodded. Relief from this requirement shall be presented to the Architectural Review Board or Developer.

No structure in this subdivision, without special approval from the Developer shall exceed two and one-half (2 ½) stories or Twenty-five (25) feet in height measured from finished grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure. There shall be no continuous or permanent on-street parking within the project.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation by Developer or by their duly authorized representatives. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for review of the plan pursuant to this paragraph.

The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

No out buildings shall be allowed in this subdivision. No satellite dishes greater than 24" in diameter are allowed in this subdivision. Satellite dishes 24" or less in diameter must be approved by the Architectural Review Board. No solar panels shall be permitted in subdivision without association approval. All mailboxes and mailbox posts shall be uniform in nature and be selected and installed by the builder. Geo-thermal heat pumps shall be of the closed loop type only.

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

NATURE TRAILS. Declarant will install the Paths at the approximate locations

depicted on the General Plan of Development. The Association shall operate and maintain the Paths and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots. The Board of Directors may adopt such rules and regulations with respect to the use thereof as it may deem appropriate including but not limited to the prohibition of the use of the Paths by bicycles, skateboards and motorized or non-motorized vehicles.

**USE OF LOTS DURING DEVELOPMENT BY DECLARANT.** Notwithstanding any provisions to the contrary herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Tract or the Development Area, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales Offices, during the period that it is engaged in the sale of lots in Sycamore Leaf.

**BY BUILDERS.** Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in Sycamore Leaf may with the prior consent of the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Director for such reasonable period as the Board of Directors may specify.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept bred or maintained for commercial purposes.

Builder will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard or two electric lights on the front elevation of the house.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned in this subdivision.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of Sycamore Leaf.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The Developers, Builders and Owners of lots in this subdivision are subject to the commitments placed in record by the Developer with the Indianapolis Department of Metropolitan Development as stated in a letter dated August 11, 1998, (annotated), attached hereto and identified as Exhibit "A".

The foregoing covenants (or restrictions, or commitments) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date of this plat, at which time said covenants, (or restrictions, or commitments) shall be automatically extended for successive periods of Ten (10.) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part.

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

**NON-LIABILITY OF DECLARANT.** Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant and no duty or, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.



OWNER and SUBDIVIDER - SAFCO Development Inc., Jennifer Shea, Vice-President

by Jennifer Shea Jennifer Shea

State of Indiana) ss. County of Hamilton ) Before me, the undersigned, & Notary Public, in and for said County and State, personally appeared Jennifer Shea, Vice-President of SAFCO Development Inc., who acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 15<sup>th</sup> day of December 1998. Notary Public Paul Shetterly. My Commission expires 7-22-00. County 1 of Residence Madison.

UNDER AUTHORITY PROVIDED BY CHAPTER 178, ACTS OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF INDIANAPOLIS AS FOLLOWS:

Adopted by the Indianapolis City Plan Commission at a meeting held \_\_\_\_\_, 1998. INDIANAPOLIS PLAN COMMISSION.

BY: \_\_\_\_\_, Department of Community Development, Indianapolis, Indiana

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF INDIANAPOLIS, INDIANA AT A MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 1998.

\_\_\_\_\_  
Steve Goldsmith - Mayor

This instrument prepared by SAFCO Development, Inc.

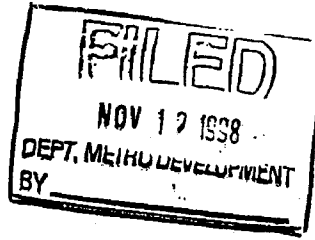
Jennifer Shea  
Jennifer Shea



APPROVED THIS 23<sup>RD</sup> .....  
DAY OF DECEMBER ..... 1998..  
FRANKLIN TOWNSHIP ASSESSOR  
Ruth Ann White .... DRAFTSMAN

STATE OF INDIANA  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT  
100 WEST WASHINGTON  
INDIANAPOLIS, INDIANA 46204-3329  
PHONE (317) 778-4540  
FAX (317) 778-4540

Exhibit 'A'  
Pendleton Consulting  
P.O.Box 67  
Pendleton, Indiana 46064-0067  
Phone / Fax (765) 778-4540



August 11, 1998

Mr. Bill Peebles, Senior Planner  
Division of Neighborhood Services  
DMD  
Suite 2041 City-County Building  
200 East Washington Street  
Indianapolis, Indiana 46204-3329

via fax #317-327-7883

Re: Petition 98-P-70  
*Sycamore Leaf* (Sycamore Grove)  
Section 1  
Indianapolis, Indiana

Dear Bill;

The developer of the proposed subdivision has been meeting with representatives of the local neighborhood group regarding the above referenced project. As a result of those meetings, Safco, Inc. has agreed to certain commitments on the project. This letter is to place those commitments of record with DMD and be made a part of our petition for plat approval.

Safco, Inc. as developer of the proposed Sycamore Leaf, Section 1, has agreed to the following development conditions:

1. Houses on Lots #1, 14 and 100 will be ranch homes (one-story houses). The builder also will construct, on these three lots, the ranch houses that are constructed would utilize the elevation containing the highest percentage of brick for that house offered at this location.
2. The minimum house size will be 1,350 square feet.
3. Model homes constructed in this subdivision will utilize the elevation containing the highest percentage of brick for that house offered at this location.
4. The tree line along the eastern boundary of the development will be preserved. No tree will be disturbed that is 3 inches or more in caliper within five feet of the eastern boundary line.
5. "NO TRESPASSING" signs will be posted along the eastern boundary of the development where Common Areas abuts this eastern boundary line.
6. There will be no additional hardscape improvements (fences, walls, etc.) in Common Areas "A" and "B" (those common areas that abut Southport Road) other than as shown on the approved landscape plan.
7. The relative elevations contained on the landscape plan as amended would be based on the elevation of the road surface of Southport Road as zero.

Mr. Bill Peeples  
Sycamore Leaf  
August 11, 1998

8. The Sycamore Leaf Architectural Control Committee will approve fences in the <sup>rear SB.</sup> front yards only if they are of a type and style that is uniform throughout Sycamore Leaf.
9. No signage will be constructed or maintained in the median portion of the boulevard entrance.
10. The revised Landscape Plan, dated August 12, 1998, will be adhered to.
11. The pavement for the new acceleration lane on the south side of Southport Road will be a minimum width of ten feet at the east edge of the driveway entering the residence addressed as 5620 East Southport Road.

These commitments will be placed either on the face of the subdivision plat or in the appurtenant Homeowner's Association documents.

If you have any further comments or question, please call me at the number above. Thank you for your attention on this project.

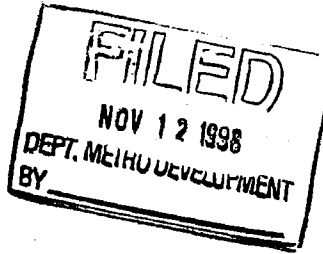
Sincerely,  
Pendleton Consulting

  
Stephen E. Bourquein L.S.

SEB/seb

cc: Safco; J. Shea

file: Final Plat Review



1

**Surveyor's Correction**  
**Sycamore Leaf, Section 1**  
**Instrument #9900 24814**  
and  
**Sycamore Leaf Covenants and Restrictions**  
**Instrument #9900 24815**

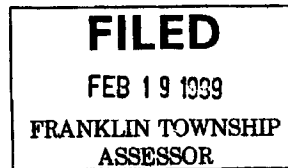
MARTHA A. WOMACKS  
MAR 10 1999  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

The purpose of this correction is to change the name of the subdivision plat from *Sycamore Leaf* as shown on the plat recorded on February 1, 1999, as Instrument #9900 24814, and the "Sycamore Leaf Covenants and Restrictions", dated December 15, 1998, and recorded on February 1, 1999, as Instrument #990024815, in the Office of the Recorder, Marion County, Indiana to *Sycamore Run*.

These changes are as approved by the Plat Committee of the Metropolitan Development Commission at a public hearing on February 10, 1999, after proper notice and review.

Witness my signature this 11<sup>th</sup> day of February, 1999.

Stephen E. Bourquein  
Indiana Registered Land Surveyor #S0441



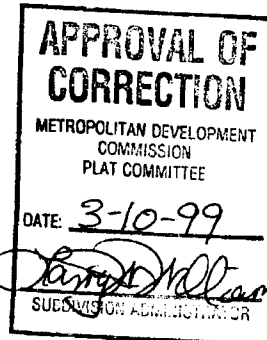
STATE OF INDIANA)  
) SS:  
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Stephen E. Bourquein, who acknowledged the execution of this instrument as his voluntary act and deed.

Subscribed and sworn to before me this 13<sup>th</sup> day of February 1999.

Deborah A. Moreland  
Notary Public  
Deborah A. Moreland  
Printed Name of Notary Public

My commission expires: 7-8-2001 19    
My County of residence: Hancock County



APPROVED THIS ... 1<sup>st</sup> ...  
DAY OF ... MARCH ... 1999 ...  
FRANKLIN TOWNSHIP ASSESSOR  
Ruth Ann White ... DRAFTSMAN

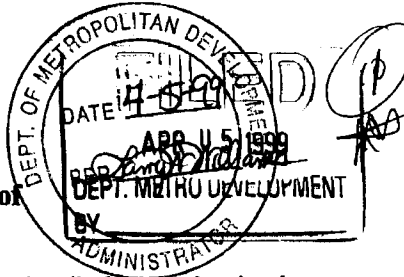
This instrument prepared by:  
**Pendleton Consulting**  
P.O. Box 67  
Pendleton, Indiana 46064-0067  
Phone / Fax (765) 778-4540

Inst # 1999-0051023

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**FILED**  
MAR 30 1999  
FRANKLIN TOWNSHIP  
ASSESSOR

**Amended & Restated  
Covenants and Restrictions of  
Sycamore Run**



The undersigned, SAFCO Inc., owner of the real estate shown and described herein, does hereby certify that it has laid off, platted and subdivided and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat, SAFCO Inc. shall be referred to as the Declarant. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat and are intended to amend, restate and replace those restrictions, limitations and covenants contained in the document titled Sycamore Leaf Covenants and Restrictions previously recorded as Instrument No. 990024815 in the office of the Recorder of Marion County. This subdivision previously known as Sycamore Leaf shall now be known and designated as Sycamore Run subdivision in Marion County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

There shall be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Sycamore Run Community Association, Inc." which shall be referred to as the Association. All lot owners within Sycamore Run Subdivision shall be members of the Association.

(I) The general purpose of the Association shall be to provide a means to maintain, repair and/or replace the area within the Subdivision for the purpose of storage of storm water designated as the Retention Area including storm sewer easements, as well as to provide a means to maintain, repair and/or replace entrance signs, fountains, Green Space Common Area and Landscape Easements. Common Area and Green Space means the drainage system, the Lakes, roadway pavers to the extent not maintained by public authority, any utility service lines or facilities not maintained by a public utility company or governmental agency that serve more than one lot, and any areas of land shown on the plat, described in any recorded instrument prepared by owner or its agents or conveyed to or acquired by the corporation, together with all improvements thereto that are intended to be devoted to the use or enjoyment of some, but not necessarily all, the owners of lots.

(II) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots in the Subdivision as well as collecting and disbursing the assessment and charges.

(III) The Board of Directors of the Association shall fix the amount of the annual charge by the first day of January of each year, and written notice of the charge so fixed shall be sent to each member. The annual assessments may be increased each year not more than 5% above the assessments permitted for the previous year, on a cumulative basis, without a vote of membership. The annual assessments may be increased by more than 5% above the assessments permitted for the previous year by a vote of two-third (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby. The Board of Directors shall establish the dates the General Assessment shall become

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due and the manner at which it shall be paid.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of the Green Space Common Area and Landscape Easement, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Lot owners will be responsible for mowing the Landscape Easement on their lot. The Association will maintain all plant materials in the Landscape Easements and Common Areas.

Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each owner of any 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 to the Association the following: (1) General Assessments, and (2) Special Assessments, such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Notwithstanding anything contained in this section or elsewhere in this declaration, any sale or transfer of a residence unit or lot to a mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments which became due prior to such sale, transfer or conveyance, provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the residence unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

Limitations on Assessments Owed by Declarant. Notwithstanding anything to the contrary contained herein, neither the Declarant nor Davis Homes (builder) shall be obligated to pay as to any and all Lots owned by it from time to time any assessments (whether regular annual assessments or special assessments) payable hereunder by Owners. The General Assessment shall commence with respect to assessable lots on the first day of the month following conveyance of the first lot to any Lot Owner who is not the Declarant or builder. The initial assessment on any assessable lot shall be adjusted according to the number of whole months remaining in the assessment year.

(IV) Any assessment not paid within 30 days after the due date may upon resolution by the board of directors bear interest from the due date at a percentage rate not greater than the current statutory maximum annual interest rate, to be set by the board of directors for each assessment year. The charges or assessments levied by the Association shall be used exclusively for the

purpose of maintaining the Retention Area and Community Areas as set forth under Section (I).

The Declarant of the herein described real estate shall convey title to the Lakes and Common Areas to the Sycamore Run Community Association, Inc. Each owner of a lot that abuts the Lakes shall be responsible at all times for maintaining so much of the bank of the Lakes above the pool level as constitutes a part of or abuts his lot and shall keep that portion of the Lakes abutting his lot free of debris and otherwise in reasonably clean condition.

No boats shall be permitted upon any part of the Lakes and no dock, pier, wall or other structure may be extended into the Lakes without prior written consent of the Board of Directors and such governmental authority as may have jurisdiction thereover. No swimming will be permitted in the Lakes except if and to the extent authorized by the Board of Directors. Each owner of a lot abutting the Lakes shall indemnify and hold harmless the Declarant, the Association and each other Owner against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, the Lakes by any Person who gains access thereto from, over or across such Owners Lot.

The Declarant shall have no liability to any Person with respect to the Lakes, the use thereof or access thereto, or with respect to any damage to any Lot resulting from the Lakes or the proximity of a Lot thereto, including loss or damage from erosion.

The Homeowner's Association shall maintain the entryways, the landscape easements, Green Space and all improvements and plantings thereon, and the maintenance costs thereof shall be assessed as a General Assessment against all lots. Grass, trees, shrubs and other plantings located on an entryway, Green Space or a landscaping easement shall be kept neatly cut, cultivated or trimmed as reasonable required to maintain an attractive entrance to Sycamore Run or a part thereof or a planting area within Sycamore Run. All entrance signs located on an entryway shall be maintained at all times in good condition appropriate to a first class residential subdivision.

To the extent not maintained by public authority, the Homeowner's Association shall maintain the roadway pavers and the maintenance cost thereof shall be assessed as a General Assessment against all lots.

Sycamore Run Community Association, Inc. / Each Lot Owner shall automatically be a member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a person would realize upon his security and become a Lot Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Lot Owners, including those provisions with respect to the payment of Assessments. The Corporation shall have two classes of members.

CLASS A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class membership, and be entitled to one (1) vote for each lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall

more than one vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

CLASS B members shall be the Declarant and all successors and assigns of the Declarant designated by the Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to five (5) votes for each lot owned by them or it and five (5) votes for each single numbered parcel of land shown upon and identified as a lot on any recorded plat of the Real Estate.

The Class B membership shall terminate upon the first to occur of (a) resignation of the Class B member and written resignation of the Class B members as such is delivered to the resident agent of the Association; or (b) when all of the development area has been developed into lots and all such lots have been sold. Declarant shall each be entitled to one (1) Class A membership for each Lot of which it is an Owner on or after the termination of the Class B membership.

Unless the Class B member and at least two-thirds of the Class A members have given their prior written approval, the Association, the Board of Directors and the Declarant may not change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a residence by an act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to the architectural design or the exterior appearance of the residences or maintenance and upkeep of the community area.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of the Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Front and side yard buildings setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat and marked Drainage, Utility and/or Landscape Easements, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and landscaping subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but Owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

LAND USE. Lots may be used only for residential purposes as provided in the Declaration of Covenants and Restrictions. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses in a Section than the number of original Lots shown on a Plat of such Section.



**LOT DEVELOPMENT PLANS.** Prior to commencement of any construction on a Lot, a Lot Development Plan shall be submitted to the Architectural Review Board. The Architectural Review Board may require as part of a Lot Development Plan, a report of a subsurface soils investigation of the Lot made by a qualified soils engineer, which report shall include recommendations for the foundations of the proposed Residence.

**SIZE OF RESIDENCE.** Except as otherwise provided herein, no residence may be constructed on any lot unless such Residence, exclusive on open porches, attached garage and basements, shall have a total floor area of 1,350 square feet.

**BUILDING LOCATION AND FINISHED FLOOR ELEVATION.** No building may be erected between the building line shown on a Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than ten (10) feet from another building or nearer than twenty (20) feet to the rear Lot line. A minimum finished floor elevation, shown on the development plan for each Section, has been established for each Lot and no finished floor elevation shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations.

**DRAINAGE.** In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provide on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established by Drainage Board. In such event, each Lot in the Parcel will be subjected to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and/or the Lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade or surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. These drains shall be connected wherever feasible into a subsurface drains and tiles located on the Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

**EXTERIOR LIGHTS.** No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

**ELECTRIC BUG KILLERS.** Electric bug killers, "Zapper" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other owners and shall only be operated when outside activities require the use thereof and not continuously.

**ASSESSMENTS.** The Board of Directors may make Assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity that is the responsibility of the Owner of a lot hereunder but which such Owner has not undertaken as required hereunder. Any such Assessment shall be assessed only against those Owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance of other activity.

**FENCING.** No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is located on a Landscape Easement or is part of Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No chain link fence shall be erected upon a Lot. No fence shall be erected or maintained on or within any Landscape or Drainage Easement except such as may be installed by Declarant and subsequently replaced by the Corporation in such manner as to preserve the uniformity of such fence. In no event may any fence be erected or maintained on any Lot without the prior approval of the Architectural Review Board, which may establish design standards for fences and further restrictions with respect to fencing, and including limitations (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any Lake. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

All front yards are to be sodded. On corner lots, front and side yards are to be sodded. Relief from this requirement shall be presented to the Architectural Review Board or Developer.

No structure in this subdivision, without special approval from the Developer shall exceed two and one-half (2 ½) stories or Twenty-five (25) feet in height measured from finished grade to the underside of the eve line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure. There shall be no continuous or permanent on-street parking within the project.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation by Developer or by their duly authorized representatives. If the Developer fails to act upon any plans submitted to it

for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for review of the plan pursuant to this paragraph.

The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

No out buildings shall be allowed in this subdivision. No satellite dishes greater than 24" in diameter are allowed in this subdivision. Satellite dishes 24" or less in diameter must be approved by the Architectural Review Board. No solar panels shall be permitted in subdivision without association approval. All mailboxes and mailbox posts shall be uniform in nature and be selected and installed by the builder. Geo-thermal heat pumps shall be of the closed loop type only.

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

**NATURE TRAILS.** Declarant will install the Paths at the approximate locations depicted on the General Plan of Development. The Association shall operate and maintain the Paths and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots. The Board of Directors may adopt such rules and regulations with respect to the use thereof as it may deem appropriate including but not limited to the prohibition of the use of the Paths by bicycles, skateboards and motorized or non-motorized vehicles.

**USE OF LOTS DURING DEVELOPMENT BY DECLARANT.** Notwithstanding any provisions to the contrary herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Tract or the Development Area, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales Offices, during the period that it is engaged in the sale of lots in Sycamore Run.

**BY BUILDERS.** Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in Sycamore Run may with the prior consent of the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Director for such reasonable period as the Board of Directors may specify.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

Builder will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard or two electric lights on the front elevation of the house.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned in this subdivision.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of Sycamore Run.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

INSURANCE. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurable replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are the Common Expenses included in the Common Assessments made by the Association.

REPLACEMENT OR REPAIR OF PROPERTY. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such lot owner.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date of this plat, at which time said covenants, (or restrictions) shall be automatically extended for successive periods of Ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part.

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

**NON-LIABILITY OF DECLARANT.** Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty or, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

OWNER and SUBDIVIDER - SAFCO Inc., Jennifer Shea, Vice-President

by Jennifer Shea Jennifer Shea

State of Indiana) ss: County of Marshall) Before me, the undersigned, & Notary Public, in and for said County and State, personally appeared Jennifer Shea, Vice-President of SAFCO Inc., who acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 16th day of March 1999. Notary Public  
Barbara J. Snyder My Commission expires 10-12-2001. County Marshall of  
Residence Marshall INDIANA

Barbara J. Snyder - Notary

This instrument prepared by SAFCO Inc.

Jennifer Shea  
Jennifer Shea

**Legal Description**

That real estate described in that certain Final Plat, Section 1 of Sycamore Lease, filed on February 1, 1999 in the office of the recorder of Marion County as instrument number 990024814, subsequently amended by Surveyor's Correction certificate recorded March 10, 1999 in the office of the Marion County Recorder as instrument number 99-0051023.

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