

PLAT COVENANTS AND RESTRICTIONS TWIN OAKS SECTION V

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Marion County, Indiana,

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11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No building, fence, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (Committee). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall be the proper concern of the Committee. The Committee will be composed of three (3) members, all appointed by it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned. Within thirty (30) days following August 31, 1993 the Committee will notify all resident homeowners of a Committee meeting to be held within an additional thirty (30) days. At this meeting, resident homeowners will elect one new member to serve for a term of one (1) year, and one new member to serve for two (2) years. The remaining Committee member will serve for an additional one (1) year term and be elected out of the three (3) former members of the Committee, and will serve as President for his remaining year. The Committee will call a meeting with 30 day notification of resident property owners who will elect one (1) new committee member for a term of one (1) year. The majority of the resident homeowners will elect the members of the Committee. The Committee will call yearly meetings thereafter for the election of a President for a term of one (1) year. The Committee's approval, or disapproval, of this covenant shall be in writing. In the event that said written approval is not obtained from the Committee within 14 days from the date of submission, the Committee had approved the presented plan.

No fence, wall, hedge or shrub planting which obstructs the view from the street shall be placed on any lot within two (2) and six (6) feet above the street, shall be placed on any corner lot within the triangular area formed by the intersection of the street and the street connecting points twenty-five (25) feet from the intersection. The same sight line limitations shall apply to the intersection of a street line with the edge of the street. The Committee shall have the right to require that such instances of such obstruction be removed within a sufficient height to prevent

the public view
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16. In the event that title to a lot is transferred before one (1) year from the date of honor this covenant, improvements made by written notice to the expiration of the

The approval of the receipt of the Developer agrees by same as follows:

- (a) Each party shall, within a period of thirty (30) days thereafter, execute and deliver to the other party a written agreement...
- (b) The approval of the receipt of the Developer agrees by same as follows:
- (c) Each party shall, within a period of thirty (30) days thereafter, execute and deliver to the other party a written agreement...

17. ANTENNA. No antenna shall be installed on any lot within the Subdivision without the approval of the Committee.

18. DURATION OF COVENANT. This covenant shall be binding on the land and shall be binding on the heirs, assigns, right, title or interest in the land. The Committee shall have the right to extend the term of this covenant for a period of up to ten (10) years thereafter. After said 20 years said successive periods of ten (10) year extensions shall apply. In the event that this covenant is extended, the extension period, by a written notice to the other party, provided, however, that any extension shall not affect any easement hereon and shall not be beneficial use of such

The undersigned, L.F.G., INC. (the "Developer"), owners of the real estate shown and described in this plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as Twin Oaks, Section 2, consisting of Lots 1 - 57 inclusive, an addition in Marion County, Indiana, containing 57 lots.

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

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

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

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

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

The duty of every Owner of every lot in the Development on which any drainage ditch or swale is situated to keep such portion thereof on his lot continuously unobstructed and in good repair.

STREETS. The rights-of-way of the streets as shown on this plat are hereby dedicated to the public, are hereby dedicated to the public for the use of the public, subject however to a reservation of ingress-egress for the use of the medians if any, in any entranceways to the subdivision.

3. BUILDING LOCATION AND EXTERIOR MATERIALS FOR BUILDINGS. Building set-back and set back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. The exterior materials on the front of each residence (exclusive of trim, doors and window frames) shall be at least twenty percent (20%) stone, brick or wood. Whenever a dimension or exterior building material is referred to or referenced in this item it is strictly for convenience and information and in no instance is to be or be construed as a plat covenant and/or restriction.

4. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1200 feet of finished and livable floor area in aggregate for a one story residence or less than 1200 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 660 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

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

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

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

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

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No building, fence, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (Committee). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall be the proper concern of the Committee. The Committee will be composed of three (3) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned. Within thirty (30) days following August 31, 1993 the Committee will notify all resident homeowners of a Committee meeting to be held within an additional thirty (30) days. At this meeting, resident homeowners will elect one new member to serve for a term of one (1) year, and one new member to serve for two (2) years. The remaining Committee member will serve for an additional one (1) year term and be elected out of the three (3) former members of the Committee, and will serve as President for his remaining year. The Committee will call a meeting with 30 day notification of resident property owners who will elect one (1) new committee member for a three (3) year term. The majority of the resident homeowners will elect the members of the Committee. The Committee will call yearly meetings thereafter for the election of a new member for his or her three (3) year term. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee had approved the presented plan.

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

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

14. PERMITTED ANIMALS/NUISANCES. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. No refuse will be maintained on any lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.

15. SEWER MAINTENANCE. The sanitary sewer system within this subdivision is to be privately maintained rather than by the Town of Speedway who only process the effluent therefrom. The Developer shall have the obligation and responsibility to maintain this sanitary sewer system until a Homeowners Organization for Twin Oaks Section V is formed. Whenever at least thirty percent (30%) of the lot owners in Twin Oaks Section V form such an organization then all lot owners in Twin Oaks Section V shall be compelled to be members thereof with the maintenance obligation herein described then becoming the responsibility of such Homeowners Association.

This Homeowners Association shall have the right of contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in this Twin Oaks Section V. Each lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

9. RESIDENTIAL USE ONLY. All lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot hereon, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. Detached garages, tool sheds or storage buildings may be erected on any lot, subject to the approval of the Architectural Control Committee as to type, appearance and placement within a lot, which approval procedure is detailed in Item 11 hereof.

10. LIMITATIONS RE TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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BETH O'LAUGHLIN
MARION COUNTY RECORDER

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

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

- (a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.
- (b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.
- (c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

17. ANTENNA LIMITATIONS. Exposed antennas shall not exceed five (5) feet above roof peak and satellite dishes shall require approval by the Architectural Control Committee.

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

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

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

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

L.D.G., INC.