

**ALLISON COMMONS SUBDIVISION
SECTION ONE
DECLARATION OF COVENANTS AND RESTRICTIONS**

The Undersigned, ALLISON COMMONS, INC., by its officers and directors, an Indiana Corporation (hereinafter the "Developer"), Owner of said real estate shown and described herein (hereinafter the "Real Estate"), hereby certifies that it has laid off, platted and subdivided and hereby lays off, plats and subdivides said real estate in accordance with this plat and certificate. This Subdivision shall be known and designated as ALLISON COMMONS SECTION ONE, an addition to the City of Indianapolis, Marion County, Washington Township, Indiana, and all streets not heretofore dedicated are hereby dedicated to the public. In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions are hereby imposed upon and shall run with the land included in this Subdivision, and shall be binding upon the development and anyone at any time owning any part or portion of such land.

1. **PUBLIC RIGHT--OF--WAY.** The rights--of--way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right--of--way.

2. **COMMON AREAS.** There are areas of ground on the Plat of Allison Commons Sections One and Two and Allison Heights Section One marked "Commons Area" Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

Ownership of any Commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Commons to the Association.

3. **UTILITY, DRAINAGE AND SEWER EASEMENTS.** There are areas of ground on this plat marked "Utility Easements", "Drainage Easements" and "Sanitary Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies, including cable television companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wire, 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 the Developer during the development of the Subdivision for access to and for the installation, repair and removal of a drainage system and, 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 on his lot required to keep the portion of said Drainage Easement will be free from obstructions so that the surface water drainage will be unimpeded. The Sanitary Sewer Easements are hereby created and reserved; (i) for the use of the Developer during the development of the Subdivision for access to and for the installation, repair and removal of a sanitary sewer system and 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 sanitary sewer system. The delineation of the Utility Easement, Drainage Easement and Sanitary Sewer 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 structure 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 Utility Easements, Drainage Easements and Sanitary Sewer Easements herein created and reserved.

4. **TREE PRESERVATION EASEMENTS.** There are areas of ground on the Plat marked "Tree Preservation Easements" Developer hereby creates and reserves the Tree Preservation Easements for the preservation of the trees, bushes, shrubbery and other vegetation in such areas in their natural unimproved state. No structures or improvements shall be erected or maintained within or upon such areas without the prior written consent of the Association.

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completion. Such covenants and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Commons to the Association.

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5. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements" that are hereby created and reserved; (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and other replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements shall be maintained in or upon said Landscape Easements.

6. BUILDING LOCATION. Building set-back lines 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 of any lot than five (5) feet, with each lot having an aggregate side yard requirement of thirteen (13) 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. Whenever a dimension 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.

ALLISON COMMONS SUBDIVISION
SECTION ONE
STATEMENT OF COVENANTS AND RESTRICTIONS

signed, ALLISON COMMONS, INC., by its officers and an Indiana Corporation (hereinafter the "Developer"), said real estate shown and described herein (hereinafter "state"), hereby certifies that it has laid off, platted and hereby lays off, plats and subdivides said real estate in accordance with this plat and certificate. This plat shall be known and designated as ALLISON COMMONS E, an addition to the City of Indianapolis, Marion County, Indiana, and all streets and easements dedicated are hereby dedicated to the public. In order to provide adequate protection to all present and future owners of the Subdivision, the following covenants and restrictions are hereby imposed upon and shall run with the land included in the plat, and shall be binding upon the development and any time owning any part or portion of such land.

ILIC RIGHT-OF-WAY. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

COMMON AREAS. There are areas of ground on the Plat of Allison Commons Sections One and Two and Allison Heights Section One, hereinafter designated as "Commons Area". Developer hereby declares, creates and reserves an exclusive easement in favor of each Owner for the use of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

Any Commons shall be conveyed in fee simple title, free and clear of all encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may deem appropriate. Such easements and restrictions shall be deemed to have been accepted by the Association and its members from time to time by their membership and the recording of a deed or deeds conveying such Commons to the Association.

UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements", "Drainage Easements" and "Sanitary Sewer Easements", either separately or in combination, which are hereby created and reserved to the Association.

The Utility Easements are hereby created and reserved to the Association for the use of all public utility companies, including cable television companies (not including transportation companies), and other agencies for access to and installation, maintenance, repair and replacement of poles, masts, ducts, drains, lines, wires, and other equipment and facilities for the furnishing of utility services. The easements are hereby created and reserved; (i) for the use of the Association during the development of the Subdivision for the installation, repair and removal of a utility system; and (ii) for the Department of Public Works of the City of Indianapolis; provided, however, that the owner of any lot subject to a Drainage Easement shall be responsible for the portion of said Drainage Easement on his lot which is not subject to the surface water drainage will be the responsibility of the Developer. The Sanitary Sewer Easements are hereby created and reserved to the Association for the use of the Developer during the development of the Subdivision and for the installation, repair and replacement of a sanitary sewer system and for the Real Estate and the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such sanitary sewer system. The delineation of the easements, Drainage Easement and Sanitary Sewer Easement shall not be deemed a limitation on the rights of the owner of any lot for whose use any such easement is created and reserved, and no easement shall be created and reserved on any lot subject to such easement temporarily to the extent necessary for the exercise of the rights reserved by this paragraph. No permanent structure shall be maintained upon said easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the easements, Drainage Easements and Sanitary Sewer Easements created and reserved.

PRESERVATION EASEMENTS. There are areas of ground on the Plat marked "Tree Preservation Easements". Developer hereby reserves the Tree Preservation Easements for the use of the trees, bushes, shrubbery and other vegetation on the lots in their natural unimproved state. No structures or other improvements shall be erected or maintained within or upon such Tree Preservation Easements without the prior written consent of the Tree Preservation Committee. No living trees, bushes, or other vegetation shall be removed from any Tree Preservation Easement except (a) by public utility companies

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a lot herein shall have less than fourteen hundred (1400) square feet of finished and livable floor area in aggregate, exclusive of porches and garages. Each residential unit shall include an attached two-car (or larger) enclosed garage.

8. RESIDENTIAL UNIT USE. All lots in this Subdivision shall be used solely for residential purposes. 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 herein, 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.

9. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, 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 shall be promptly removed upon completion of construction of the building.

10. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any lot. No noxious, untoward or otherwise offensive activity shall be carried out on any lot, nor shall anything be done thereon that may be or may become a serious annoyance or nuisance to the neighborhood.

11. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind be stored on any lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. The parking of vehicles on streets overnight is prohibited.

12. SIGNS. 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 a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

13. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

14. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any lot. No homeowner or occupant of a lot shall burn or bury any garbage or refuse.

15. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any lot.

16. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any lot.

17. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales that may be located on their respective lots.

18. DRIVEWAYS. Each driveway in the subdivision shall be of concrete or asphalt material.

19. ANTENNA AND SATELLITE DISHES. All outside antennas or satellite dishes shall conform to the standards set forth by the

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17. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales that may be located on their respective Lots.

18. DRIVEWAYS. Each driveway in the subdivision shall be of concrete or asphalt material.

19. ANTENNA AND SATELLITE DISHES. All outside antennas or satellite dishes shall conform to the standards set forth by the Architectural Review Committee.

20. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

21. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

22. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

23. Sport Courts. No hard surfaced sports courts of any kind shall be permitted in the rear yard area except as approved by the Architectural Review Committee.

24. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

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5. **OUTSIDE LIGHTING.** Except as otherwise approved by the per in connection with a builder's model home sales center, side lighting contained in or with respect to the vision shall be of an ornamental nature compatible with the icture of the project and shall provide for projection of io as not to create a glare, distraction or nuisance to the property owners in the vicinity of or adjacent to the t.

6. **SITE OBSTRUCTIONS.** No fence, wall, hedge or shrub ig which obstructs sight lines at elevations between two (2) ix (6) feet above the street shall be placed or permitted to on any corner lot within the triangular area formed by the property lines and a line connecting points twenty-five (25) rom the intersection of said street lines, or in the case of nded property corner, from the intersection of the street extended. The same sight line limitations shall apply to any thin ten (10) feet from the intersection of a street line he edge of a driveway pavement. No tree shall be permitted main within such instances of such intersection unless the a line is maintained at sufficient height to prevent action of such sight line.

7. **VIOLATION.** Violation or threatened violation of these ants and restrictions shall be grounds for an action by the pper, the Association or any person or entity having any title or interest in the Real Estate, and all persons or as claiming under them, against the person or entity ing or threatening to violate any such covenants or ctions. Available relief in any such action shall include ery of damage for such violation, injunctive relief against uch violation or threatened violation, declaratory relief and ecovery of costs and attorneys reasonable fees incurred by any successfully enforcing these covenants and restrictions; ed, however, that neither the Developer nor the Association be liable for damage of any kind to any person for failing to ce such covenants or restrictions.

28. **ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL.** No ng, fences, walls, or other structure shall be erected, d and altered on any building lot in this Subdivision until uilding plans, specifications and plot plan showing the ion of such structures have been approved as to the conformity rmony of external design with existing structure herein and e building with respect to topography and finished ground ions by an Architectural and Environmental Control Committee inaffer the "Committee". The destruction of trees and ation and any other such matter as may affect the environment eology of the ALLISON COMMONS area shall be the proper concern e Committee. This Committee shall be composed of the signed owners of the herein described real estate, or by their uthorized representatives. The Committee's approval, or pproval, as required in this covenant shall be in writing. In vent that said written approval is not received from the mtee within fourteen (14) days from the date of submission, it be deemed that the Committee had approved the presented plan. her the Committee members nor the designated representatives ill be entitled to any compensation for services performed want to this covenant.

29. **TREE PRESERVATION PLAN.** Following written approval from ommittee and prior to the alteration, grading, construction or aliation of improvements or the removal of any trees from any within this Subdivision, a Tree Preservation Plan ("Plan") sisting of an accurate site plan of such lot at an appropriate e and sufficiently detailed to delineate existing trees, or e areas, to be preserved and any trees to be removed shall be mitted to the Department of Metropolitan Development of Marion ty, Indiana, for review and written approval along with and at same time application is made for issuance of Improvement ation Permit. Prior to, during and following completion of the ration, grading, construction or installation of improvements

B. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in 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 lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to one hundred ten (110) votes until such time as the Developer owns no lots, at which time it shall surrender its membership to the Class A members. The Class B membership shall cease and be converted to Class A membership or the happening of either of the following events, whichever earlier occurs:

(a) On the date the Developer sells the last lot that it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 1998

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain the landscaping at the entrances to the Subdivision at 56th Street and at Allisonville Road and Common Areas on the plats for Allison Commons Subdivision and shall keep such areas in a neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair Common Areas and the landscaped areas at the entrances to the subdivision at 56th Street and at Allisonville Road as shown on the plats for Allison Commons Subdivision.

(iii) The Association shall maintain the landscaping and any signage at the entrance of Allison Commons Subdivision and shall keep such areas in a neat, clean and presentable condition at all times.

(iv) The Association may procure and maintain casualty insurance for Common Areas and the landscaped areas at the entrances to the subdivision at 56th Street and at Allisonville Road as shown on the plats for Allison Commons Subdivision, liability insurance (including Directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

(v) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

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31. TERM. 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, and on all persons or entities claiming under them, until twenty (20) years after date of recording hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in the entirety; provided, however, that no termination of said covenant and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Marion County, Indiana.

32. THE RIGHTS OF THE 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; provide 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.

33. OTHER RESTRICTIONS. The undersigned hereby incorporates, by reference, the Zoning Commitments recorded as Instrument No. 93-48343 in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 9th day of June, 1994.

ALLISON COMMONS, INC.

Donald M. Gwinup, Jr. Secretary

Donald M. Gwinup, Jr.

State of Indiana)) SS:
County of Marion)

940093379

Before me, the undersigned Notary Public in and for said County and State, personally appeared Donald M. Gwinup, Jr. as Secretary of Allison Commons, Inc., an Indiana Corporation, who acknowledged execution of the foregoing Record Plat for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 9th day of June, 1994.

Commission Expires: Aug 7, 1996

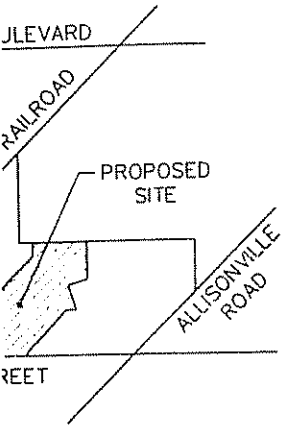
Bentley G. Story
(Bentley G. Story), Notary Public

County of Residence: Madison



20093379

JUN 1 10 56 31 5
JOHN R. VON ARX
REGISTERED PROFESSIONAL SURVEYOR



LOCATION MAP
(S)

APPROVED 6-6-94
WASHINGTON TOWNSHIP ASSESSOR
William Banka Real Estate Deputy

ALLISON COMMONS

SECTION ONE

AN ADDITION TO MARION COUNTY, INDIANA

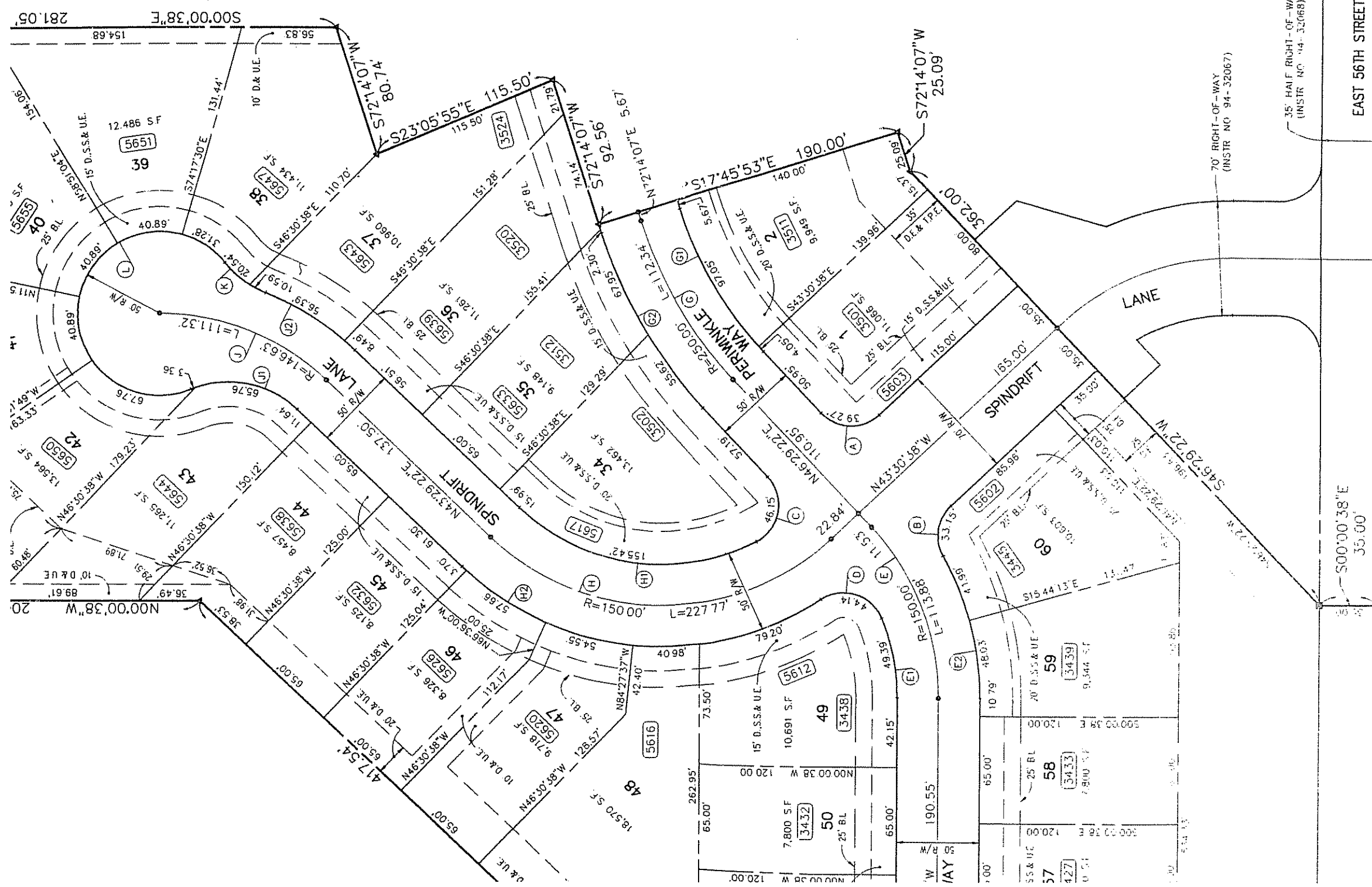
THIS PLAT PREPARED BY:

GARY L. PIERS
REGISTERED LAND SURVEYOR
NO. 890010, STATE OF INDIANA

MPA MELTON-PACKARD & ASSOCIATES
Civil Engineers • Land Surveyors
6910 N. Shadeland Avenue • Indianapolis, Indiana 46220 • (317) 577-0069

DRAWING: 9272CPT1.DWG

SHEET 1 OF 2



INCHES
0 1 2
FEET
0 10 20

154.68
56.83
S00°00'38"E
281.05'

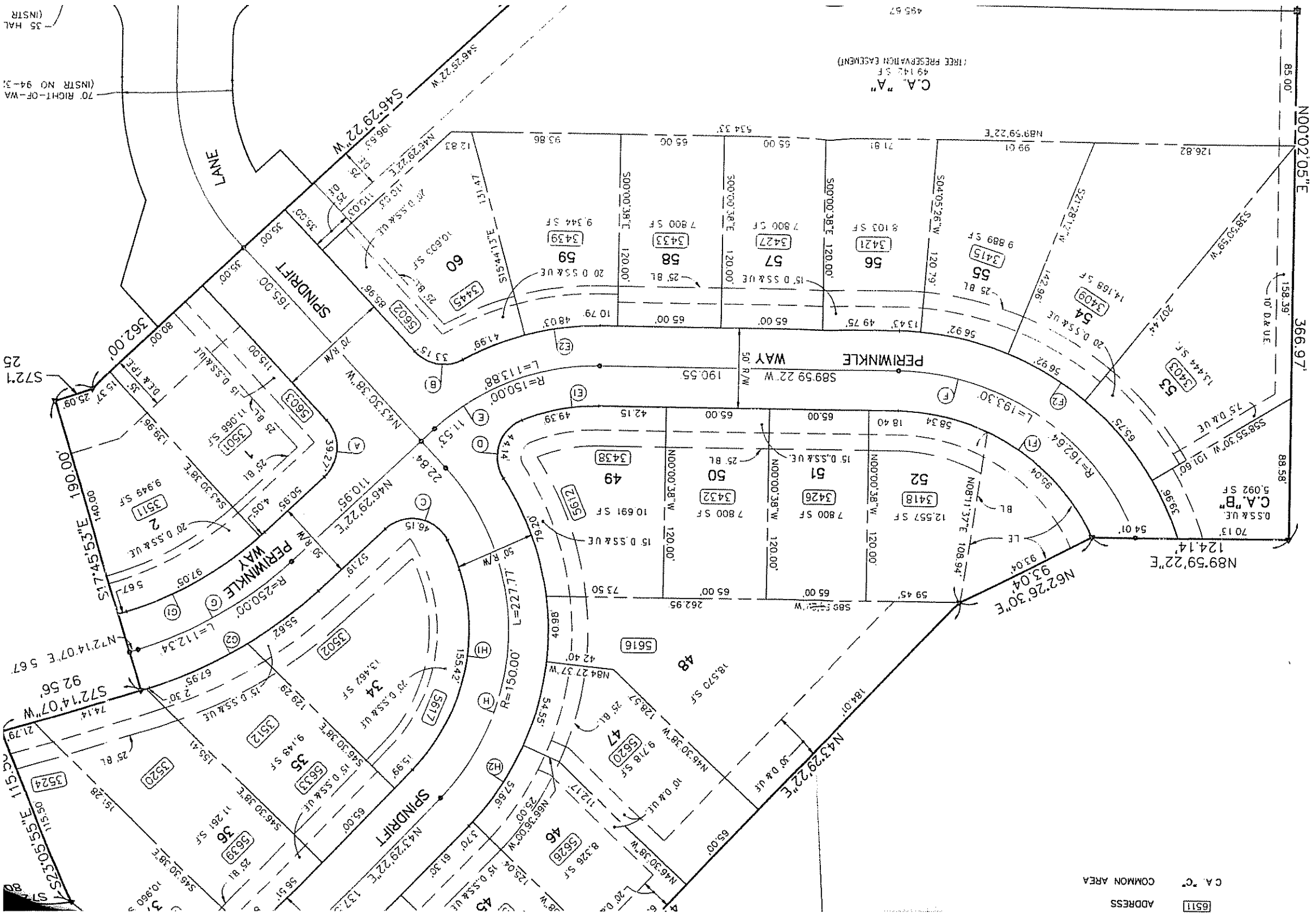
70' RIGHT-OF-WAY
(INSTR NO 94-32067)

EAST 56TH STREET

S00°00'38"E
35.00'

35 HAL (INSTR)
70 RIGHT-OF-WA (INSTR NO 94-3)

495.67
49,142 S.F.
C.A. "A"
(TREE PRESERVATION EASEMENT)



6511 ADDRESS
COMMON AREA C.A. "C"

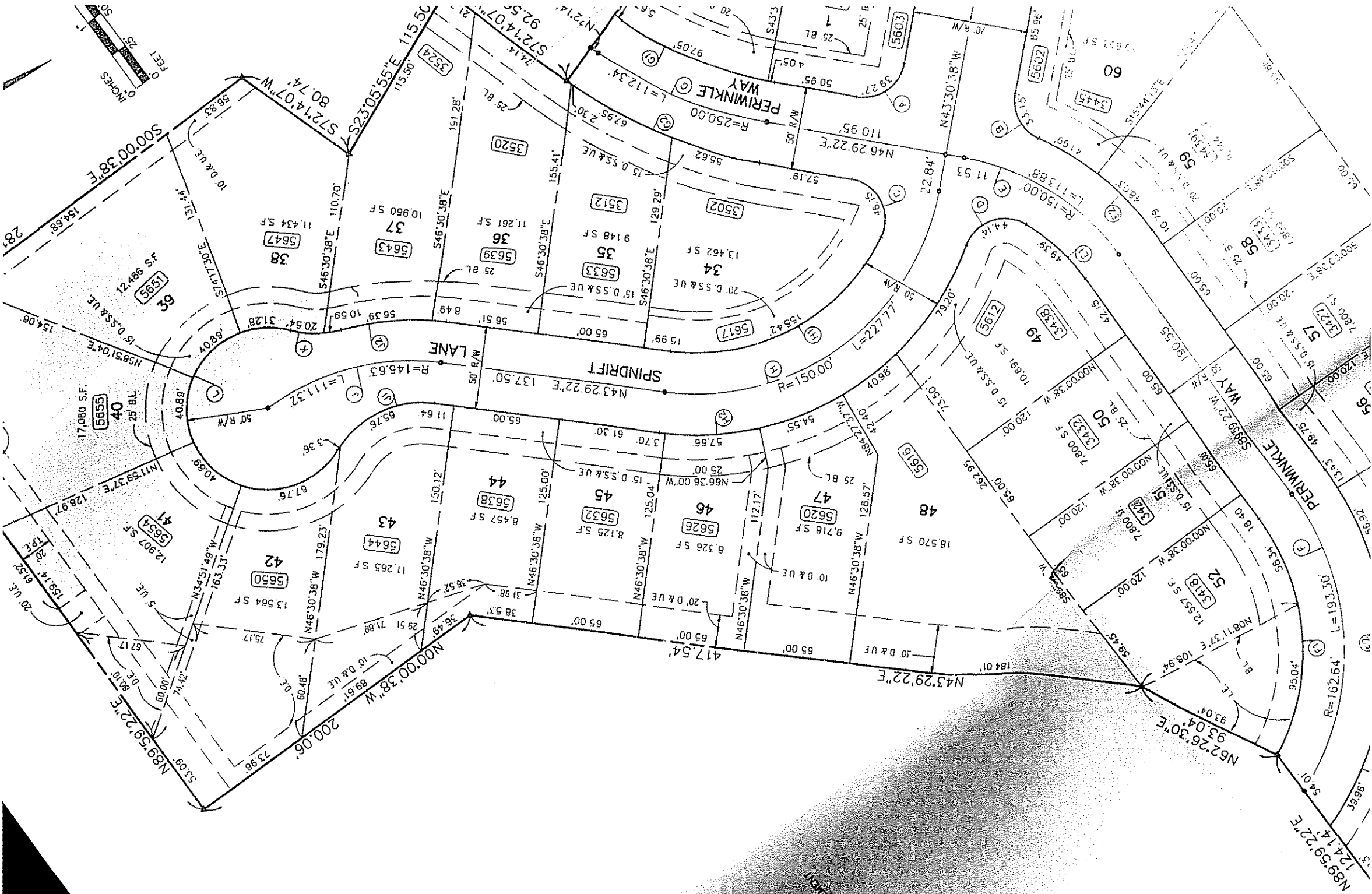
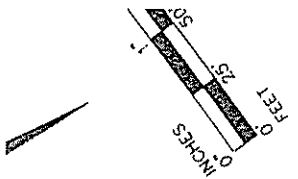
85.00
366.97
88.58

124.14
124.14
124.14

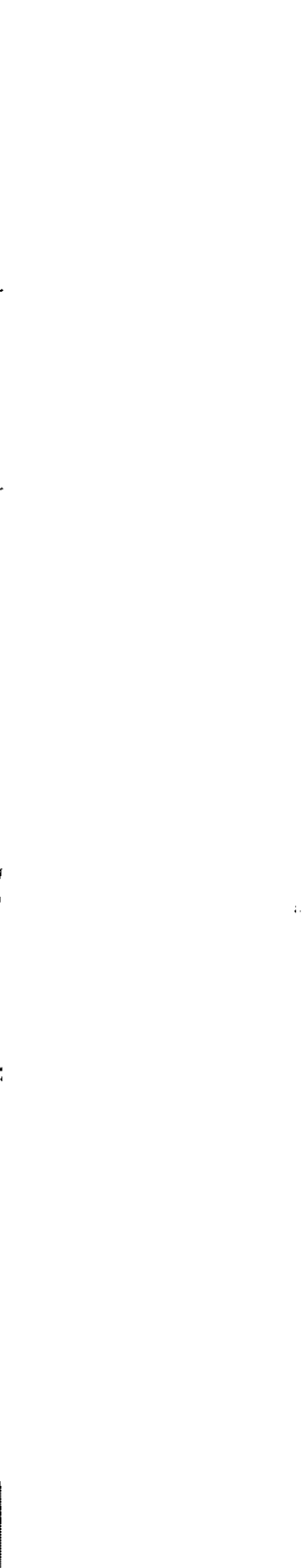
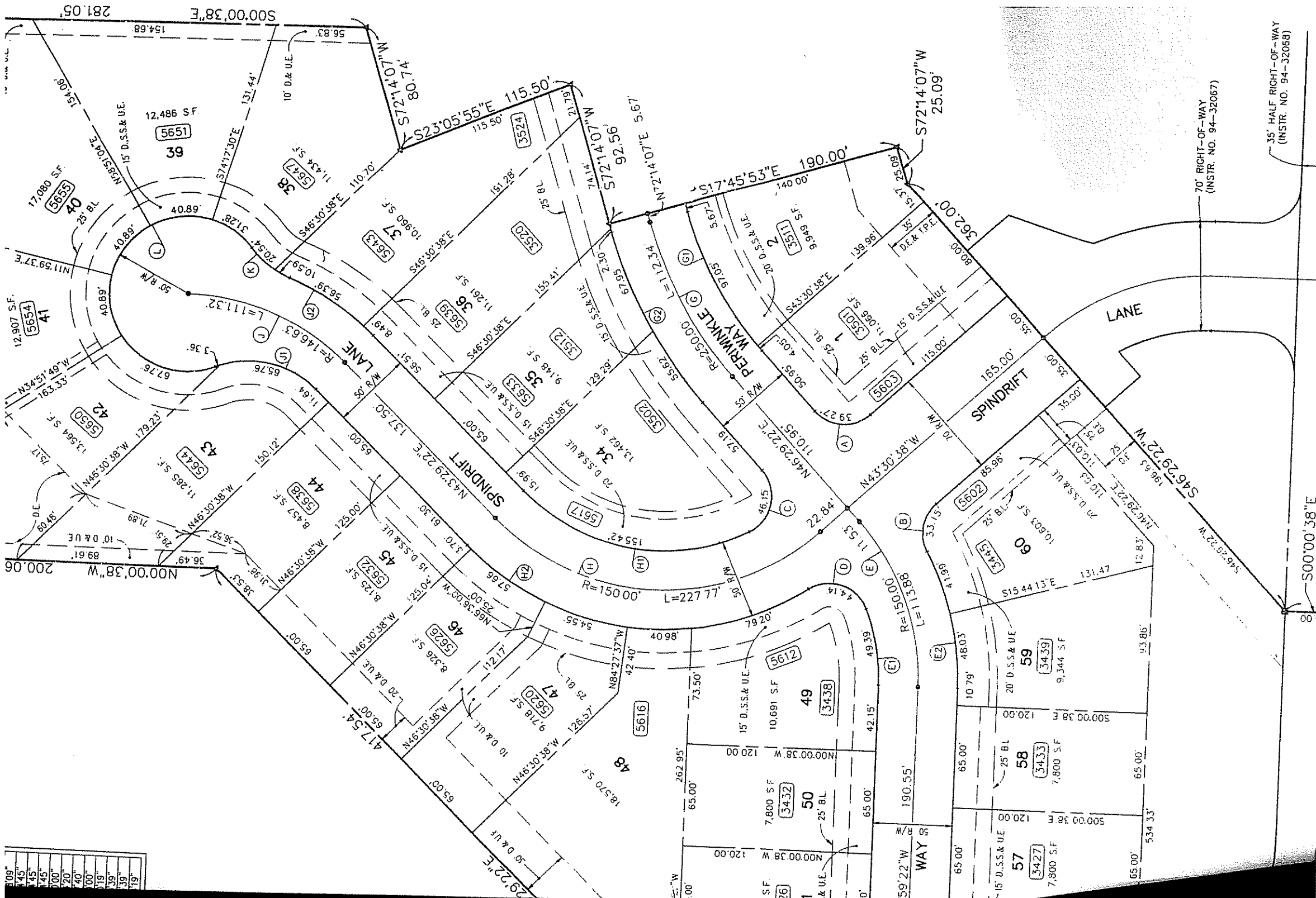
124.14
124.14
124.14

124.14
124.14
124.14

124.14
124.14
124.14



109"
145"
145"
145"
100"
20"
40"
100"
19"
39"
39"
19"



70' RIGHT-OF-WAY (INSTR. NO. 94-32067)
 35' HALF RIGHT-OF-WAY (INSTR. NO. 94-32068)