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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ALLISON PLACE

MARTHA A. WOMACKS
169460 MAR 30 88
SUBJECT TO TAXAL ACCEPTANCE FOR TRANSFER

PAGES: 10
JSH 28.00
03/20/99 11:46AM MARION COUNTY RECORDER
Inst # 1999-0062972

The undersigned, Logan Limited, an Indiana Corporation ("Developer") is owner of certain real estate generally located in the vicinity of 7803 Allisonville Road, Indianapolis, Marion County, Indiana, and more particularly described as follows:

Part of the Northwest Quarter of Section 28, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to wit:

Beginning at a point that is 2014 feet East and 1519.9 feet North of the Southwest Corner of said Southwest Quarter of Section 28; thence West and parallel to the North line of said Section 28, 708.3 feet to the center line of the Allisonville Road; thence Northeastwardly along and with the said center line of said road, 445.64 feet to a point; thence East and parallel to the North line of said Section, 551.2 feet to a point; thence South 415.1 feet to the place of beginning.

The above described real estate was found by a survey dated November 25, 1998 by Stoeppelwerth & Associates, Inc. to be described as follows:

Part of the Northwest Quarter of Section 28, Township 17 North, Range 4 East in Washington Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Quarter Section; thence South 88 degrees 53 minutes 38 seconds East (assumed bearing) along the South line of said Quarter Section 2005.42 feet; thence North 02 degrees 21 minutes 52 seconds East parallel with the East line of said Quarter Section 1519.94 feet to the Point of Beginning of this description; thence North 88 degrees 53 minutes 38 seconds West parallel with the aforesaid South line 710.62 feet to the centerline of Allisonville Road; thence North 22 degrees 57 minutes 28 seconds East along said centerline 447.14 feet; thence South 88 degrees 53 minutes 38 seconds East parallel with the aforesaid South line 553.31 feet; thence South 02 degrees 21 minutes 52 seconds West parallel with the aforesaid East line 415.11 feet to the place of beginning, containing 6.020 acres more or less. (hereafter the "Real Estate").

Developer has platted and subdivided the Real Estate into ten (10) lots numbered consecutively #1 through #10 (individually, the "Lot" and collectively, the

DEPT. OF METROPOLITAN DEVELOPMENT
DATE 3-30-99
PER [Signature]
ADMINISTRATOR

JVED 3/30/1999
WASHINGTON TOWNSHIP ASSESSOR
[Signature] Real Estate Deputy

CHICAGO TITLE

"Lots"), all as depicted on the Plat for Allison Place, a subdivision in Marion County, Indiana, dated the 30th day of March, 1999 and recorded as Instrument No. 990062971 in the Office of the Recorder of Marion County, Indiana (the "Plat"). The subdivision created by the Plat is designated as "Allison Place, an addition in Marion County, Indiana" (the "Subdivision").

For the continued protection and benefit of all present and future owners of the Lots (individually, "Lot Owner," and collectively, "Lot Owners"), the following covenants, conditions and restrictions shall be imposed upon the Real Estate:

1. Private Street, Taxes and Assessments, Maintenance. The street shown on the Plat, Logan Lane, and portions thereof not dedicated to the public shall be private, and is hereby created for the common use of Lot Owners and their guests and invitees as a private drive to provide vehicular and pedestrian access to Allisonville Road by and from each Lot (the "Private Drive").

Each Lot Owner shall own an undivided and equal interest in common with all other Lot Owners to the real estate comprising the Private Drive. Each Lot Owner shall be obligated to contribute an equal share of all public taxes and assessments associated with the real estate comprising the Private Drive, and all costs of maintenance of the Private Drive, including but not limited to sealing, repaving and snow plowing as a General Assessment.

The real estate comprising the Private Drive shall be designated "Block A" on the Plat of the Subdivision for taxation and assessment purposes. The owner for tax purposes shall be designated in the office of the Washington Township Assessor as "Lot Owners of Allison Place". The Lot Owners shall designate in writing to the Office of the Washington Township Assessor the representative to receive and pay tax statements and other public assessment notices. The initial representative designated to receive and pay tax statements and assessment notices shall be the Developer at the following address:

Lot Owners of Allison Place
c/o Logan Limited
4181 E. 96th Street, Suite 120
Indianapolis, IN 46240



After Developer has sold all Lots in the Subdivision, Developer shall designate a Lot Owner to be the successor representative to receive and pay tax statements and assessment notices and shall submit written notice of the change to the Washington Township Assessor.

Maintenance of Entry Way and Landscape Easements (L.E.). It shall be the obligation of each Lot Owner to contribute, in common with all other lot owners, an equal share of the costs to maintain the entry walls and entry way, and the landscape

easements, and all improvements and plantings thereon, and the maintenance costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an entry way, entry wall, or landscape easement shall be kept neatly cut, cultivated, trimmed or mowed as reasonably required to maintain an attractive entrance and planting areas appropriate to a first-class residential subdivision.

The Developer and all Lot Owners who succeed Developer may enforce payment of real estate taxes and assessments by the Lot Owners pursuant to paragraph 12, below. The Developer and Homes by John McKenzie shall not be a Lot Owner for purposes of any assessments to Lot Owners hereunder.

2. Easements for Drainage, Sewers and Utilities. The Private Drive and the Lots are subject to easements for drainage, sewers and utilities, whether separate (e.g., "U.E.") or combined (e.g. "D.& U.E."), as depicted on the Plat, which are reserved for the use and benefit of the Lot Owners, public utilities and governmental authorities as follows:

A. Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the Subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the Lot Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer of the Subdivision.

B. Sewer Easements (S.E.) are created for the use of the local government agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the Subdivision for the purpose of installation and maintenance of sewers that are a part of said system. Each Owner of a Lot must connect with any public sanitary sewer available.

C. Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

D. Landscape Easements (L.E.) are created and reserved for the land and benefit of the Developer and Lot Owners for the installation, construction, maintenance, repair, reconstruction and replacement of landscape improvements such as earthen mounds, plantings and other vegetative landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs, traffic signs and other items.

E. Access. The foregoing easements shall be deemed to include all necessary rights of ingress and egress in, along, across, under and through the strips of ground so designated on the Plat to fulfill the beneficial use and enjoyment of the easements for their intended purposes. The Lot Owners shall take title subject to the rights of public utilities, governmental agencies, the Developer and other Lot Owners in and to such easements and the attendant access rights. No permanent structures shall be erected or maintained on or within any such easement except for walls, fences, driveways and other installations permitted by these covenants and restrictions or applicable zoning law, but all such improvements, including but not limited to landscaping installed by Lot Owners shall be at the risk of the Lot Owner installing or maintaining such improvements.

3. Single Family Residential Development. Each Lot shall be used and improved for one single-family residence and those accessory improvements permitted by applicable zoning ordinance, except as expressly limited hereby. Two Lots may be combined for construction of one single family residence.

4. Minimum Size of Residential Dwellings. The floor area of the single family residential dwelling units shall be a minimum of 2,400 square feet for a multiple story unit and 2,000 square feet for a single story unit, all exclusive of garage, carports, and open porches.

5. No Further Subdivision. No lot shall be further subdivided to provide for a greater number of residential lots in the Subdivision.

6. Exterior Construction. The finished exterior of every building constructed or placed on any Lot shall be of material other than tar paper, rollbrick siding or any other similar material. No aluminum frame or metal frame windows shall be allowed. All windows must be wood frame or wood frame windows with clad exterior. If storm doors are installed, they must be painted to match the exterior of the home. No aluminum or vinyl siding shall be allowed. No house shall have metal prefabricated chimney flues other than gas flues. Exterior chimney chases shall be of masonry construction. The exterior of every dwelling unit shall contain a minimum of fifty percent (50%) of brick; provided, however, the architectural styles commonly referred to as New England Saltbox design, Victorian design, Plantation Style, Virginia style or other style which are typically constructed of wood rather than masonry shall be acceptable.

7. Signs. No sign or advertisements shall be displayed or placed on any lot or structure in the Development, other than entry signs and home or lot sales signs, except with the approval of the Developer.

8. **Animals.** No animals shall be kept or maintained on any lot in the Development except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

9. **Vehicle Parking.** No trucks one (1) ton or larger in size, campers, trailers, boats, or similar vehicles shall be parked on any street in the Development. Any such vehicle or motor or recreational vehicle or trailer, camper, or boat which is not used for normal transportation shall not be permitted to remain on any driveway or lot except within a closed garage and shall not be regularly parked upon unpaved areas.

10. **Electric Bug Killers.** Electric bug killers, "zappers" 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 Lot Owners and shall only be operated when outside activities require the use thereof and not continuously.

11. **Mailboxes.** All mailboxes shall be standard as to size, location, height and composition and of an attractive appearance and shall be installed by Developer upon the payment of an appropriate fee at the Lot closing.

12. **Landscape Plan.** A landscape plan must be submitted and approved for every Lot. Landscaping shall be installed with thirty (30) days following substantial completion of the residence unless the Developer agrees to a later completion date. The front yard of each Lot shall continually maintain a minimum of two (2) trees, with a minimum of two and one-half inch (2 1/2") caliper.

13. **Driveways.** All driveways in the Subdivision shall be paved with concrete, asphalt, brick or other hard-surfaced material approved by the Indianapolis Department of Metropolitan Development and Developer.

14. **Exterior Satellite Receivers.** No exterior satellite receivers or dishes shall be permitted in the Subdivision exceeding eighteen inches (18") in diameter.

15. **Dusk-to-Dawn Lighting.** Each Lot shall maintain at least two (2) continuous dusk to dawn lights (on the front elevation of the home or between the front elevation and the street) to be controlled by a photocell, in lieu of public street lighting.

16. **Swimming Pools.** Only permanent, in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to municipal regulations, shall be of a harmonious design and shall be subject to architectural review as set forth herein.

17. **Tree Conservation.** In areas of the development where trees are existing on a Lot, every effort must be made to save as many trees as possible with only those trees to be removed as required for the placement and construction of residences.

Undergrowth and trees with less than a five (5) inch caliper may be removed. Adequate measures must be taken during construction to prevent root damage (ie; temporary fencing off of areas so that machinery does not compact the ground).

18. **Maintenance of Lots and Improvements.** Lot Owners shall at all times maintain the Lot and any improvements situated thereon in a sightly and well-maintained manner, including but not limited to mowing and trimming of lawn and other vegetation; removal of debris and rubbish; removal of dead branches and trees; and painting and other exterior maintenance of all dwellings and improvements.

19. **Building Setbacks.** No structure, fence or other improvement shall be built closer to the Private Drive or Lot lines than the applicable building setback lines depicted on the Plat.

20. **Temporary Structures and Outbuildings.** No temporary house, trailer, tent, garage or other outbuilding, except during construction of a residence, shall be placed or erected on any Lot. No detached storage sheds, tool sheds, shacks or other detached accessory structures of any kind shall be erected or maintained on any Lot.

21. **Architectural Review.** No structure (including, but not limited to, residence, fence, pool and play equipment exceeding six feet (6') in height) shall be erected on any Lot until the plot plan and building plans and specifications have been approved in writing by the Developer or a committee appointed by the Developer. Such plans shall be reviewed for conformity and harmony of design with other structures in the Subdivision and technical compliance with building set-back lines and other development restrictions. The Developer shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Developer for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. Neither the Developer nor any agent thereof, shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it nor shall the Developer be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Developer does not make any representation or warranty as to the suitability or advisability of the design, engineering, the method of construction involved, or the materials to be used. Developer may allow reasonable variances or adjustments in the application of the standards set forth herein. Developer intends to exercise discretion in the performance of its duties consistent with the provisions hereof, and every Lot Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by Developer. In any judicial proceeding challenging a determination by the Developer and in any action initiated to enforce this Declaration in which an abuse of discretion by the Developer is alleged, abuse of discretion may be established only if a Reasonable Person, weighing the evidence and drawing all inferences in favor of the

Developer, could only conclude that such determination constituted an abuse of discretion. The Developer may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

Following sale of the ten Lots by the Developer, the Lot Owners may form a committee to fulfill the Developer's review prerogative according to the procedures and standards set forth herein. The formation and continuation of the said committee shall be effective only upon recordation with the Marion County Recorder of a written statement confirming formation of the committee, the identity of its members and setting forth provisions of duration of the committee's existence or methods for succession of its members.

22. Satisfaction of Lot Owner's Obligations. If a majority of Lot Owners elects to undertake periodic maintenance (such as snow plowing) or repair or replacement of the Private Street, Landscaping or other common element of the Subdivision, then each Lot Owner shall be obligated to pay a pro-rata share of the cost of such maintenance, repair or replacement work. If after voting upon and approval of such maintenance, repair or replacement work one or more Lot Owner fails to pay his, her or their allocable or separate share of the cost, then the Lot Owners paying such costs may file a lien for the reasonable value of labor and materials furnished in completing any such maintenance, replacement or repair work, as prescribed for the law of mechanic's liens of the State of Indiana, against the Owner and his, her or their Lot, and shall recover the allocable or separate costs assessed against such defaulting Owner and Lot together with all court costs, interest, and reasonable attorney's fees incurred in connection with enforcing such obligation.

All such enforcement rights shall also apply against a Lot Owner who fails to pay his, her or their allocable share of all real estate taxes and public assessments against the real estate comprising the Private Street, as provided in paragraph 1, above.

23. Enforcement and Governance by Lot Owners. These covenants and restrictions may be enforced by Developer or any Lot Owner, and such rights shall include all rights accorded by law, statute and ordinance, and shall include the right to have removed (with impunity and without any liability whatsoever) any structure or improvement erected in violation of these covenants and restrictions or to injunctive relief against any activity violating these covenants and restrictions.

In addition, the Metropolitan Development Commission, its successors and assigns, shall have the right, power, or authority to enforce any covenants, commitments, restrictions or other limitations contained herein 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 the Plat by the Plat Committee.

In deciding and determining matters under this Declaration, each Lot Owner shall be accorded one (1) vote without regard to whether the Lot is owned by one or more individuals. A majority of votes cast by the Lot Owners shall be required to approve collective action as required or allowed by this declaration, and in the case of a tie vote, no action is authorized.

24. Duration and Amendment. These covenants and restrictions shall run with the land and shall be binding upon all persons having right, title or interest in the Real Estate, or any portion thereof, until January 1, 2029, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless it is agreed that said covenants and restrictions shall terminate prior to the commencement of any such extension period, by a vote of three fourths of the then Lot Owners and the recordation with the Office of the Recorder of Marion County of an instrument declaring such termination.

This Declaration may be amended, but only with the prior approval of a majority of the Lot Owners voting at a meeting duly called for such purpose, or ratified in writing. Each Lot Owner shall be accorded one (1) vote per Lot owned and Developer shall be accorded ten (10) votes for each Lot owned by Developer. Written notice of any meeting of the Owners to approve an amendment shall be sent to all Lot Owners not less than ten (10) nor more than sixty (60) days in advance of such meeting. Any amendments so approved shall be evidenced by the filing and recordation of an instrument setting forth such amendment, duly executed and acknowledged and stating that all requirements necessary to adopt such amendment(s) have been met. Developer hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to December 31, 2020. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Lot Owners with respect to Lots conveyed to such Lot Owners prior to the amendment or adversely affect the rights and interests or Mortgagees holding first mortgages on Improvements at the time of such amendment. Developer shall give notice in writing to such Lot Owners of any amendments.

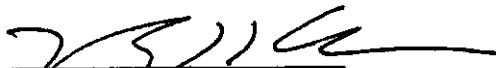
25. Non-Liability of Developer. Developer shall not have any liability to a Lot Owner or to any other Person with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a building is constructed and of the builder of such building and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Developer free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Developer shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Developer and no duty of, or warranty by, Developer shall be implied by or inferred from any term or provision of this Declaration.

26. **Invalidation.** Invalidation of any covenant or restriction by judgment or court order shall in no way affect the validity or enforceability of the remaining covenants and restrictions of the Plat and this Declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, owner has executed this instrument this 30th day of March, 1999

DEVELOPER:

LOGAN LIMITED



Roger L. Kessler, President



CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Roger L. Kessler, who being first duly sworn by me upon his oath, says that he is the President of Logan Limited, that he is duly authorized to execute the foregoing Declaration on its behalf, and who, stated that the representations therein contained are true.

Witness my hand and seal this 30th day of March, 1999

NOTARY PUBLIC:

Signature: _____
Printed: _____

My Commission Expires:

My County of Residence:



This instrument was prepared by and please return to:

Roger L. Kessler
Attorney at Law
4181 E. 96th Street, Suite 120
Indianapolis, In 46240

CHICAGO TITLE

THIS INSTRUMENT PREPARED BY CONSULTING ENGINEERS - LAND SURVEYORS INC. 1000 EAST WASHINGTON STREET, SUITE 1000, INDIANAPOLIS, INDIANA 46202-1000 PHONE (317) 649-5935

The undersigned, Professional Land Surveyor, hereby certifies that the above described plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Indiana. I am duly Licensed Professional Land Surveyor in the State of Indiana. I am duly Licensed Professional Land Surveyor in the State of Indiana. I am duly Licensed Professional Land Surveyor in the State of Indiana.

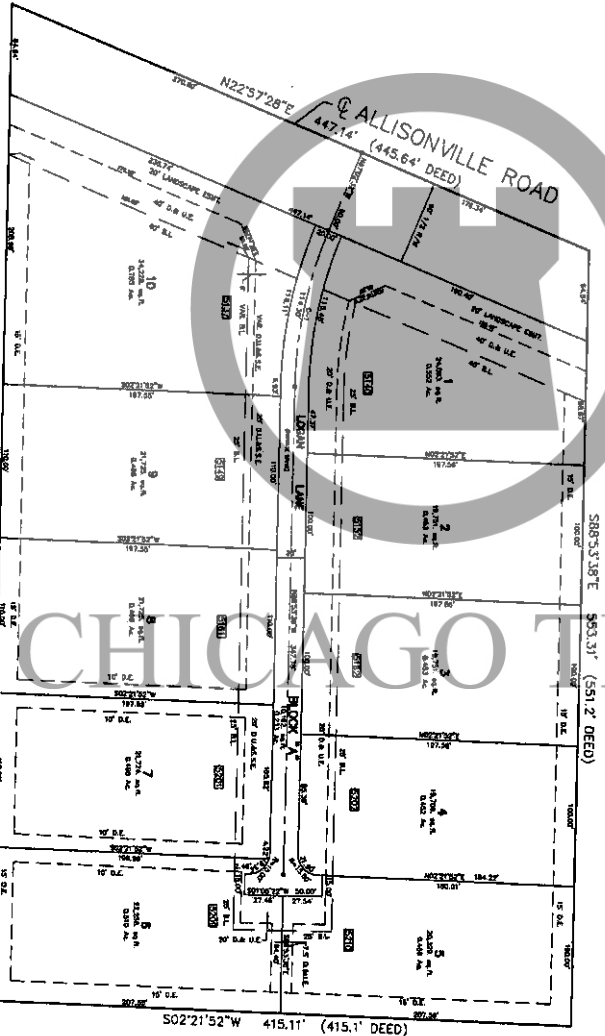
1/20/2001



City of Indianapolis
County of Hamilton
By: [Signature]
City Clerk

ALLISON PLACE

DP Zoning



NOTICE TO THE PUBLIC: This plat is subject to the provisions of the Indiana Subdivision Act, which requires that the plat be recorded in the public records of the county in which the land is situated. The plat is subject to the provisions of the Indiana Subdivision Act, which requires that the plat be recorded in the public records of the county in which the land is situated.

LOT	ACRES	AREA	BEARING	AREA
1	0.12	8,374	100.00	8,374
2	0.12	8,374	100.00	8,374
3	0.12	8,374	100.00	8,374
4	0.12	8,374	100.00	8,374
5	0.12	8,374	100.00	8,374
6	0.12	8,374	100.00	8,374
7	0.12	8,374	100.00	8,374
8	0.12	8,374	100.00	8,374
9	0.12	8,374	100.00	8,374
10	0.12	8,374	100.00	8,374

3-30-99
11/18/2000
[Signatures]

FINAL PLAT 98-DP-30

ALLISON PLACE
LOGAN LIMITED



CONSULTING ENGINEERS - LAND SURVEYORS
(317) 649-5935 1-800-728-8917 FAX: (317) 649-5942

DATE	BY	REASON

INDIANAPOLIS INDIANA