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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BEL MOORE

THIS DECLARATION made this 10th day of August, 1993, by Bay Development Corporation, an Indiana corporation (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands contained in the area shown on Exhibit A, page 1, attached hereto and made a part hereof, which lands will be subdivided and known as "Bel Moore" (hereinafter referred to as the "Development"), and will be more particularly described in the plats thereof to be recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the covenants and restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development.

1. Drainage and Utility Easements. There are strips of ground as shown on the plat marked Drainage and/or Utility Esmt. which are hereby reserved for the use of public utilities, including cable TV companies and sanitary sewer, but not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, cables and wires, subject at

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all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the undersigned owner of record may deem necessary along, through, in , over and under the strips of land shown on this plat.

2. Building and Grounds Maintenance. The owner or party in possession of each lot in the Development shall conform to the following standards:

- a) Mow the lot at such times as may be reasonably required in order to prevent the sightly growth of vegetation and noxious weeds;
- b) Remove all debris or rubbish;
- c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- d) Cut down and remove dead trees;
- e) Where applicable, prevent debris and foreign material from entering drainage areas;
- f) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly or detracting from the value of the general neighborhood;
- g) Regularly treat or cause to be treated the lawn areas against weed and insect infestation;
- h) Not allow hazardous materials to enter storm sewer.

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the property owners' association, the Declarant or the owner or owners of any lot in the immediate neighborhood shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner, and such lot owner shall have a lien against said lot for the expense thereof, including court costs and reasonable attorney fees. Neither the Declarant, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Owners of Lots 13, 14, 15, 16, 17, 18, 19, 39, 40 and 64, as shown on the Plat, are hereby prohibited from the erection or construction of buildings and structures, such as storage sheds, fences, play equipment, etc. and installation of landscape materials other than grass over and across the existing fifty (50) foot sanitary sewer easement along their rear or side property line.

3. Setback Lines. Building setback lines shall be established on the plat. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

4. Use Restrictions. All lots in this subdivision shall be known and designated as residential lots. 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 structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling not to exceed three stories in height and permanently attached residential accessory buildings. Any attached or detached garage, tool shed, storage building or any other accessory 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.

Lots shall be developed to the standards of and subject to the restrictions therein of certain Commitments Concerning the Use or Development of Real Estate Made in Connection With a Rezoning of the Property or Plan Approval in Zoning Petition 92-Z-126, recorded as Instrument No. 92C 167 841 in the Office of Recorder of Marion County, Indiana.

5. Retention Ponds. There shall be Blocks of land reciting the acreage therein and containing retention ponds in the plats or various sections thereof, which Blocks shall be conveyed by the Developer to an association of property owners within the Development as hereinafter provided for. Such retention ponds and drainage easements thereto shall become a part of the storm water drainage system of Bel Moore. No lot owner or other person, firm or corporation shall alter, impair or impede the drainage system and all lot owners shall be subject to regulation by the Department of Public Works and the property owners association as hereinafter set forth.

The association of owners, as hereinafter described, shall own such retention ponds and, through its bylaws and regulations, control the water quality and condition of such pond and the utilization of such ponds for recreational purposes providing such utilization does not result in trespass on residential lots adjacent thereto or otherwise impair the privacy and enjoyment of homes and their residents adjacent to such ponds.

The enjoyment of the ponds located within the Development is limited to the lot owners to which such ponds abut. No wading, swimming, fishing, boating, rafting, floating or ice skating shall be permitted and no decks, docks or structures or equipment of any type, temporary or permanent, except fountains and related equipment shall be permitted.

6. Common Areas, Playground, Open Space and Landscaping Easements. There may be designated upon the recorded plats of Bel Moore common areas, common areas for playground and open space to be owned, controlled and maintained in the same manner as retention ponds. There may further be designated landscape easements and theme structures (entrances) which may be mounded, landscaped and walled. These shall, likewise, be owned, controlled and maintained in the same manner as retention ponds.

7. Property Owners Association. A property owners association is or shall be created named Bel Moore, Inc. (the "Association"), an Indiana not-for-profit corporation, prior to the sale of the first lot in a Bel Moore platted addition.

8. Power of Assessment and Collection. The association shall have all 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 assessment against the lots within the Development as set forth herein and in the bylaws of the association, attached hereto.

9. Membership and Voting Rights. Every owner of a lot shall be a member of the association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot containing a home thereon, and a Class B member shall be the owner of any undeveloped platted lot, and each reference to a lot in this Declaration shall be deemed to be a conveyed lot, containing a home or an unconveyed, platted or unplatted, lot, respectively, as more particularly set forth as follows. The association shall have two (2) classes of membership:

9.1 Class A. Every person, group of persons or entity, other than the Developer, who is a record owner of a fee interest in any improved lot shall, by this Declaration, be

subject to assessment by the association and shall be classified as a Class A member; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

9.2 Class B. The Class B members shall be the Developer and shall be entitled to three (3) votes for each platted Lot owned. For purposes of determining voting rights and duties, it shall be assumed there is a total of two hundred twenty-seven (227) platted and unplatted lots within the Development and Developer shall have the automatic right to plat and record, not to contain in excess of two hundred twenty-seven (227) homes, without the consent or approval of the association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier: whenever the total votes outstanding of Class A membership equals one hundred seventy (170), or on January 1, 1999, in the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the association. Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

10. Covenant Accepting Assessments. Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided in the bylaws of the association.

11. Commencement of Assessments. The annual assessments shall commence as to all lots with homes thereon on the first day of the month following the initial conveyance of a home on the lot.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and thereafter until the board of directors fixes the permanent annual assessment date. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Annual assessments may be made payable at more frequent periods than one (1) year by resolution of the board of directors of the association.

12. Exception to Assessments. The Developer, as owner of platted or unplatted lots, shall be exempt from any and all assessments but Developer shall pay any deficits in usual or ordinary expense until such time as assessments upon lots with homes thereon is sufficient to meet such expense.

13. Uniform Rates. Both annual and special assessments shall be fixed at a uniform rate for all lots containing a home.

14. Right To Increase Annual Assessments. Because of uncertainties in usual and ordinary common property expenses due to the Indiana real property reassessment, costs of energy, insurance, maintenance and landscaping costs and other unforeseeable operating expenses, the board of directors of the association may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Developer and the monies received shall be entirely expended on association expense.

The maximum annual assessment per lot may be increased above the maximum percentage set forth above only by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

15. Liens, Charges and Subordination. Any charge levied or assessed against any lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of one and one-half per cent (1-1/2%) per month until paid in full. If, in the opinion of the board of directors of the association, such charge has remained due and payable for an unreasonable long period of time, the board may, on behalf of the association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in a court of competent jurisdiction.

The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the association in collecting same. Every owner of lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the subdivision is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the association all charges that the association shall make pursuant to these covenants and restrictions.

The association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The charges or assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the association, and for the improvement and maintenance of the properties owned or operated by the association.

16. Suspension of Privileges. Notwithstanding any other provision contained herein or in the bylaws, the board of directors of the association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member (i) for any period during which any of the association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the board of directors of the association; and (iii) during the period of any violation of the Articles of Incorporation, bylaws or regulations of the association.

17. Mortgagees Rights. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

17.1 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, common property or improvements located thereon which are owned directly or indirectly by the association for the benefit of

the lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the association shall not be deemed a transfer within the meaning of this clause.

17.2 Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

17.3 By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on lots, the exterior maintenance of the dwellings on lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

17.4 Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent of the insurance value (based on current replacement cost).

17.5 Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements

17.6 Mortgagees, their successors or assigns, shall have the right to examine the books and records of the association.

17.7 First mortgagees of homes on lots may, jointly or singly, pay the taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the association.

17.8 No provision of the constituent documents shall give an owner or any other party priority over any rights of first mortgagees of homes within the Development pursuant to their mortgages in the case of a distribution to homeowners of insurance proceeds or condemnation awards for losses to or a taking of common property.

18. Temporary Structures. 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 developer or builder during construction on the property.

19. Nuisances. No farm animals, fowls or domestic animals maintained for food or for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise 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.

20. Architectural Control. There shall be created an architectural control committee (the "Committee") initially composed of the Developer or its designees until ninety per cent (90%) of the total lots within Development are developed at which time the association, from among its members, shall appoint three (3) persons as the Committee. However, the Developer shall have sole right to approve plans for original construction on any lot and the Committee shall regulate reconstruction, remodelling, additions and other construction or alteration upon the lots.

The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the vegetation and topography.

20.1 Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the subdivision without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner or builder for the owner of the lot requesting authorization by the Committee, and shall be accompanied by two (2) complete sets of plans and specification for any such proposed construction or improvement. Such plans shall include plot plans showing the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of $1/4" = 1'$ and all plot plans shall be drawn to a scale of $1" = 30'$, or to such other scale as the Committee shall require.

20.2 Sight Visibility. 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 con-

necting 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 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.

20.3 Fences, Walls and Screening. It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by Developer when reviewing fences for approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure.

The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other lot Owners. Fences may be privately installed but must be constructed to professional levels of quality. Nonprofessionally installed fences will be inspected by Developer after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens will be submitted to the Committee for approval.

a) Height Restriction. The Developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the Development is damaged by the proliferation of fences of excessive height.

The Committee, therefore, may approve rear perimeter fences up to four (4) feet in height which otherwise meet these guidelines. The Committee will give consideration to a variance in their height limit where the rear line of the lot abuts a major arterial roadway or other clearly unique circumstance exists. The use of six (6) foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area will be permitted. The Specific fence height restrictions are as follows:

a) Property fencing and walls above grade shall not exceed four (4) feet above grade unless otherwise approved by the Committee.

b) The Committee will not ordinarily approve a proposed fence which exceeds four (4) feet in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.

c) Patio screens/privacy fences shall not exceed six (6) feet in height except for pools and other recreational fences as provided herein.

d) Only a six (6) foot shadow box style fence with 1' X 6' cedar dog eared boards will be permitted along the back yard of Lots 52 through 64.

20.4 Power of Disapproval. The Committee may refuse to grant permission to construct, place or make any requested improvement when:

a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions.

b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.

c) The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of other owners.

20.5 Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. 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 for such disapproval.

20.6 Liability of Committee. Neither the Committee, any agent thereof nor the Developer shall 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 Committee does not make any representation or warranty as to suitability or advisability of design, engineering, method of construction or the materials to be used.

21. Size of Dwellings. Single family detached dwellings shall have the following minimum living area standards exclusive of garages, patios and open porches or breezeways:

- a) 1400 sq. ft. for one story dwellings;
- b) 1700 sq. ft. for two story dwellings; and
- c) 1800 sq. ft. for all lots having road frontage along Five Points Road, Stop 11 Road and any lot along the east boundary line of Section One.

22. Exterior Construction. Single family detached dwellings shall conform to the following restrictions:

a) The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, vinyl siding, rollrock siding or any other similar artificial material. Before application of material, all exterior, veneer and roof materials will be submitted and approved.

b) No heat pumps, air conditioning units or gas meters will be installed in or on the front of a dwellings.

c) If storm doors or windows are installed, they must be painted. No unfinished aluminum windows or doors will be allowed.

d) All gutters and downspouts other than copper will be painted.

e) All roof and fireplace flashing other than copper will be painted.

f) All metal roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.

g) All basement and crawl space sump pumps must discharge into retention ponds or six (6) inch surface drains must be provided at the rear of each lot or along the curb.

h) Every effort should be made to locate all plumbing vent stacks to rear of home.

23. Driveways. All driveways shall be paved simultaneously with construction of the dwellings and the type of construction and materials must first be approved by the Committee. No carports shall be erected on any lot.

24. Mailboxes and Lights. All mailboxes shall be in accordance with the standards set forth by the Committee and shall be installed by the builder simultaneously with the construction of the dwelling. All homes shall have a garage light on the exterior of the home or lawn which will operate by photocell from dusk to dawn.

25. Signs. Except for marketing and permanent signs that the developer may place at the project entrance or entrances, no sign of any kind shall be displayed to the public view on any lot except that one sign of not more than 6 sq. ft. may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

26. Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for trash. Rubbish, garbage or other waste shall not be kept except 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 public view.

27. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view.

28. Swimming Pools. Only permanent inground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to county or municipal regulations and shall be harmonious design. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

29. Enforcement of Restrictions. In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for the undersigned, the association, or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Developer or the association shall be liable for damages of any kind to any

person for failing either to abide by, enforce or carry out any of these covenants and restrictions.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

30. General Provisions. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of lots subject to such restrictions. Provided, however, that until all of the lots are sold in this subdivision by the undersigned, any such amendment of these restrictions shall require prior written approval of the undersigned. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office.

31. Effect of Becoming an Owner. The owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of Developer with respect to these covenants and restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Developer and to and with the owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

32. Titles. The underlined titles preceding the various paragraphs and subparagraphs of the covenants and restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the covenants and restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

33. Severability. Every one of the covenants and restrictions is hereby declared to be independent of, and severable from, the rest of the covenants and restrictions and of and from every

other one of the covenants and restrictions, and of and from every combination of the covenants and restrictions.

Therefore, if any of the covenants or restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the covenants and restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 10th day of August, 1993.

Bay Development Corporation

(SEAL) ATTEST:

By Miriam R. Sklare
Miriam R. Sklare, Secretary

By Allen I. Sklare
Allen I. Sklare, President

STATE OF INDIANA)
)SS
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Allen I. Sklare and Miriam R. Sklare, known to me to be the President and Secretary of Bay Development Corporation, an Indiana corporation, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions of Bel Moore for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

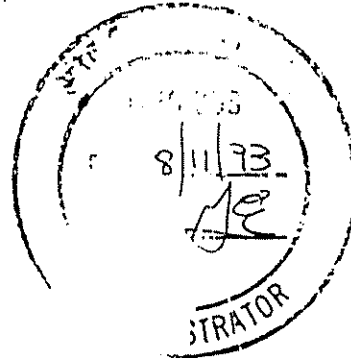
Witness my hand and notarial seal this 10th day of August, 1993.

My commission expires:
April 24, 1995

Joy Elaine Hardin
JOY ELAINE HARDIN, Notary Public
Residing in Marion County, IN.

This instrument prepared by William F. LeMond, IN Attorney No. 8761-49, 801 Union Federal Building, Indianapolis, IN 46204-3180.

file 4064
code BEL.23-30



A parcel of land lying within the North Half of Section 24, Township 14 North, Range 4 East, Franklin Township, Marion County, Indiana, more particularly described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of Section 24, Township 14 North, Range 4 East, Franklin Township, Marion County, Indiana; thence South 00 degrees 00 minutes 03 seconds West (assumed bearing), 2007.97 feet to the Southwest corner of the real estate described in Instrument #86-98176 in the Office of the Recorder of Marion County, Indiana; thence North 88 degrees 41 minutes 53 seconds East, 1354.85 feet on the South line of the real estate described in said Instrument #86-98176 and the Easterly prolongation thereof to the East line of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees 19 minutes 55 seconds East, 507.99 feet on the East line of the Southwest Quarter of said Northwest Quarter to the Northwest corner of a five acre parcel of land described in Instrument #91-17916 in said Recorder's Office; thence North 88 degrees 38 minutes 44 seconds East, 1357.84 feet on the North line of said five acre parcel described in said Instrument #91-17916 to the West line of the Northeast Quarter of said Section 24; thence North 00 degrees 39 minutes 57 seconds West, 2.00 feet on the West line of said Northeast Quarter to the Northwest corner of a five acre parcel of land described in said Instrument #91-17916; thence North 88 degrees 38 minutes 44 seconds East, 1346.95 feet on the North line of said five acre parcel described in Instrument #91-17916 to the East line of the West Half of said Northeast Quarter; thence North 00 degrees 29 minutes 40 seconds West, 392.00 feet on the East line of the West Half of said Northeast Quarter to the Southeast corner of the real estate described in Instrument #85-90937 in said Recorder's Office; thence South 88 degrees 38 minutes 44 seconds West, 320.00 feet on the South line of the real estate described in said Instrument #85-90937 to the Southwest corner thereof; thence North 00 degrees 39 minutes 40 seconds West, 284.16 feet on the West line of the real estate described in said Instrument #85-90937 and the Northerly prolongation thereof to the South line of the real estate described in Deed Book 1744, page 280 in said Recorder's Office; thence South 88 degrees 39 minutes 34 seconds West, 1027.00 feet on the South line of the real estate described in said Deed Book 1744, page 280 and the Westerly prolongation thereof to the East line of said Northwest Quarter; thence South 88 degrees 45 minutes 02 seconds West, 1353.85 feet continuing on the South line of the real estate described in said Deed Book 1744, page 280 to the East line of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 19 minutes 55 seconds West, 495.04 feet on the East line of the Southwest Quarter of said Northwest Quarter to the intersection of the South line of the real estate described in Instrument #87-52652 in said Recorder's Office; thence South 88 degrees 45 minutes 02 seconds West, 89.92 feet on the South line of the real estate described in said Instrument #87-52652 to the Southwest corner thereof; thence North 00 degrees 39 minutes 57 seconds West, 1336.08 feet on the West line of the real estate described in said Instrument #87-52652 to the intersection of the North line of said Northwest Quarter; thence South 88 degrees 51 minutes 25 seconds West 1245.45 feet on the North line of said Northwest Quarter to the POINT OF BEGINNING; Containing 99.21 acres of land, more or less.

NOTE: ARTICLE VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description: See Exhibit A, attached hereto and by this reference incorporated herein.

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. Platting and development shall comply with the provisions of the present D-3 District Zoning Ordinance and the Subdivision Control Ordinance excepting lots in Section One, as shown on the preliminary plan filed in zoning petition 92-2-126, shall be larger along Five Point Road, Stop 11 Road and the east boundary line of said Section One adjacent to property presently classified in the D-2 Zone District. Further, within two (2) years of the date that fifty percent (50%) of the residences are completed on lots in said Section One, a connecting street from Section One shall be extended to a point of connection upon Five Points Road.
3. Minimum home sizes, exclusive of garages, patios and open porches, shall be 1400 square feet for one-story dwellings and 1700 square feet for two-story dwellings; excepting, however, that lots having road frontage on Five Points Road, Stop 11 Road and the east boundary line of said Section One shall have homes constructed thereon having a minimum size of 1800 square feet.
4. Properties lying to the east of Section One and lying south of Stop 11 Road and extending east to an existing elementary school will have made available points of connection in the Section One drainage system where reasonably possible which will allow owners therein to tie into the drainage system with four inch (4") field tile which drains the basement and/or crawl space under their house only; but no roof or surface drainage outside the foundation of the house of such properties.
5. An association of homeowners shall be created and controlled by the Owner or its designee until the acreage is platted and substantially built out which shall be responsible for the collection of assessments upon improved lots for the maintenance and taxes of common areas such as retention ponds, playground open space, perimeter landscaping, snow removal of subdivision streets, and maintenance of street and entry lights together with payment of utility expenses incident thereto. At the time of obtaining plat approval for the development of homes in Section One, there shall be inserted a plat restriction designating the legal name of the association and specifying that the association will enforce a provision appended to a certain sanitary sewer easement fifty feet in width, as specifically located and identified on said plat, prohibiting lot owners within the subdivision from constructing buildings or structures upon said easement or the planting of landscape materials other than grass.

6. The planned association of homeowners shall have appointed from among its members (after the initial build-out period has occurred) an architectural control committee which shall have the power to approve or disapprove all house designs, additions or alterations thereto, together with all accessory buildings, structures and appurtenances, including fencing, excepting only one type of wood privacy fencing, height and design shall be erected along the east boundary of Section One of the development. Provided further, the Owner shall cause to be erected a farm fence along the entire south boundary of the property on a phase by phase basis, which south boundary shall consist of the second and third (2nd and 3rd) phase of development. A similar fence shall be erected by owner along the east property line of Section Two and the north property line of Section Three as the sections are developed. This fence shall only be installed if the adjacent land is being used as farmland when Sections Two and Three are developed. Maintenance and repair of said fence shall be performed by the association of owners hereinbefore defined.
7. A one-time fee of One Hundred Dollars (\$100.00) shall be paid by each builder at the time of application for building permit on each lot to fund a water main extension to the Franklin Township High School. This payment is contingent upon the creation of a legally qualified fund where such payments can be made. The fee shall not constitute an impact fee as defined in Indiana Code 36-7-4-1305, but is a voluntary act by petitioners and not initiated by the Metropolitan Development Commission who will not be responsible for enforcement thereof.
8. All streets within the development shall be public streets with sidewalks on both sides and all on-site utilities shall be underground.
9. On-site drains shall be discharged into on-site retention ponds and drainage easements running to the Department of Public Works of the City of Indianapolis shall be created as an incident to platting. A retention pond in Section Two shall be built in conjunction with the development of Section One and the outfall therefrom shall be discharged to the south into an existing public ditch.
10. Houses built on Lots 50, 51, 5, 6, 7 and one of either Lots 156 or 227 must be built with brick on the exterior of first floor of all four sides including the garage. Gables on roof are not included. For all other lots in all Sections, the exterior side of the house which has the front door shall contain a minimum of 75% masonry or stone, excluding windows and doors.
11. All houses shall have minimum width 3-1/2" wood trim at exterior wall corners and windows.
12. Mounding and landscaping shall be created and installed along existing public street frontages and the east boundary of Section One of development. Such mounding and landscape area shall be specifically defined upon the recorded plats as approved and the care and maintenance thereof shall be the responsibility of the planned association of home owners.
13. Upon the completion of initial construction of a home on any lot in the development, there shall be installed the following minimum landscape standards: a) sodding of front yards and on corner lots sodding in back building frontage, together with proper seeding and mulching of side and rear yards to obtain a dense uniform stand of grass; b) planting of two balled and burlapped trees including one shade tree not less than one 2-1/2" caliper diameter 6" above ground grade located in the front yard and one ornamental tree together with appropriate foundation plantings to standards established by the Owner or the planned architectural control committee.
14. There shall be no carports erected or maintained upon any lot within the development.
15. Each home shall be constructed with a two-car or three-car attached garage.
16. Each home shall have installed either one exterior garage light or yard post light which operates from dusk to dawn by photocell or comparable automatic illumination method.

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17. All entrances and intersections of public streets shall be illuminated with a decorative street light installed by Owner, and the maintenance and energy cost therefor shall be the obligation of the planned association of homeowners.

18. All mailboxes installed in the development shall be black in color unless otherwise designated by law, with a minimum size of Number #1-1/2, as specified by postal regulations, and a supporting treated wood post.

19. All land development shall be in accordance to applicable building codes, the Subdivision Control Ordinance and applicable bonding requirements of state and local government authority.

20. All or any part of the Commitments contained herein shall be superceded and governed by insertion of all or parts of these commitments into the plat restrictions as plats are recorded.

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition #92-2-126 by the City-County Council changing the zoning classification of the real estate from a D-A zoning classification to a D-3 zoning classification and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-3 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six hundred sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of the owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments).

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition #92-2-126.

IN WITNESS WHEREOF, owner has executed this instrument this 4th day of November, 1992.

Bay Development Corp.

By: Bruce T. Sklare
Bruce T. Sklare, Vice President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Bay Development Corp. by Bruce T. Sklare, its Vice President, owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of November, 1992.

Signature *Joy Elaine Hardin*
Printed JOY ELAINE HARDIN
County of Residence Marion

My Commission expires:
April 24, 1995

This instrument was prepared by William F. LeMond, Attorney at Law.

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MD-171b (revised 2/24/86)

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OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
 - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
 - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.
- (b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
 - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
 - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
 - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

LAND DESCRIPTION

A parcel of land lying within the North Half of Section 24, Township 14 North, Range 4 East, Franklin Township, Marion County, Indiana, more particularly described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter Section 24, Township 14 North, Range 4 East, Franklin Township, Marion County, Indiana; thence South 00 degrees 00 minutes 03 seconds West (assumed bearing), 2007.97 feet to the Southwest corner of the real estate described in Instrument #86-98176 in the Office of the Recorder of Marion County, Indiana; thence North 88 degrees 41 minutes 53 seconds East, 1354.85 feet on the South line of the real estate described in said Instrument #86-98176 and the Easterly prolongation thereof to the East line of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees 19 minutes 55 seconds East, 507.99 feet on the East line of the Southwest Quarter of said Northwest Quarter to the Northwest corner of a five acre parcel of land described in Instrument #91-17916 in said Recorder's Office; thence North 88 degrees 38 minutes 44 seconds East, 1357.84 feet on the North line of said five acre parcel described in said Instrument #91-17916 to the West line of the Northeast Quarter of said Section 24; thence North 00 degrees 39 minutes 57 seconds West, 2.00 feet on the West line of said Northeast Quarter to the Northwest corner of a five acre parcel of land described in said Instrument #91-17916; thence North 88 degrees 38 minutes 44 seconds East, 1346.95 feet on the North line of said five acre parcel described in Instrument #91-17916 to the East line of the West Half of said Northeast Quarter; thence North 00 degrees 39 minutes 40 seconds West, 392.00 feet on the East line of the West Half of said Northeast Quarter to the Southeast corner of the real estate described in Instrument #85-90937 in said Recorder's Office; thence South 88 degrees 38 minutes 44 seconds West, 320.00 feet on the South line of the real estate described in said Instrument #85-90937 to the Southwest corner thereof; thence North 00 degrees 39 minutes 40 seconds West, 284.15 feet on the West line of the real estate described in said Instrument #85-90937 and the Northerly prolongation thereof to the South line of the real estate described in Deed Book 1744, page 280 in said Recorder's Office; thence South 88 degrees 39 minutes 34 seconds West, 1027.00 feet on the South line of the real estate described in said Deed Book 1744, page 280 and the Westerly prolongation thereof to the East line of said Northwest Quarter; thence South 88 degrees 45 minutes 02 seconds West, 1353.85 feet continuing on the South line of the real estate described in said Deed Book 1744, page 280 to the East line of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 19 minutes 55 seconds West, 495.04 feet on the East line of the Southwest Quarter of said Northwest Quarter to the intersection of the South line of the real estate described in Instrument #87-52652 in said Recorder's Office; thence South 88 degrees 45 minutes 02 seconds West, 89.92 feet on the South line of the real estate described in said Instrument #87-52652 to the Southwest corner thereof; thence North 00 degrees 39 minutes 57 seconds West, 1336.08 feet on the West line of the real estate described in said Instrument #87-52652 to the intersection of the North line of said Northwest Quarter; thence South 88 degrees 51 minutes 25 seconds West 1245.45 feet on the North line of said Northwest Quarter to the POINT OF BEGINNING; Containing 99.21 acres of land, more or less.

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