

PLAT

Subdivision/ HPR Brookston Subdivision

Legal Description A PT OF THE East 1/2 OF THE NE 1/4
OF Sect. 23 TWP 14 NR
4 East OF Second Principle
Meridian Franklin TWP
Reavco Dev Corp

Owner ^{for} _____

Cross Reference

DMDVOID STAMP	<u> ✓ </u>
LAND SURVEYOR	<u> ✓ </u>
TOWNSHIP	<u> ✓ </u>
AUDITOR	<u> ✓ </u>
NOTARY	<u> ✓ </u>

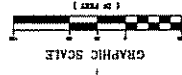
Declaration _____

Other _____

Township Franklin

Contact Person Angie Oakes

Phone Number 881-3898



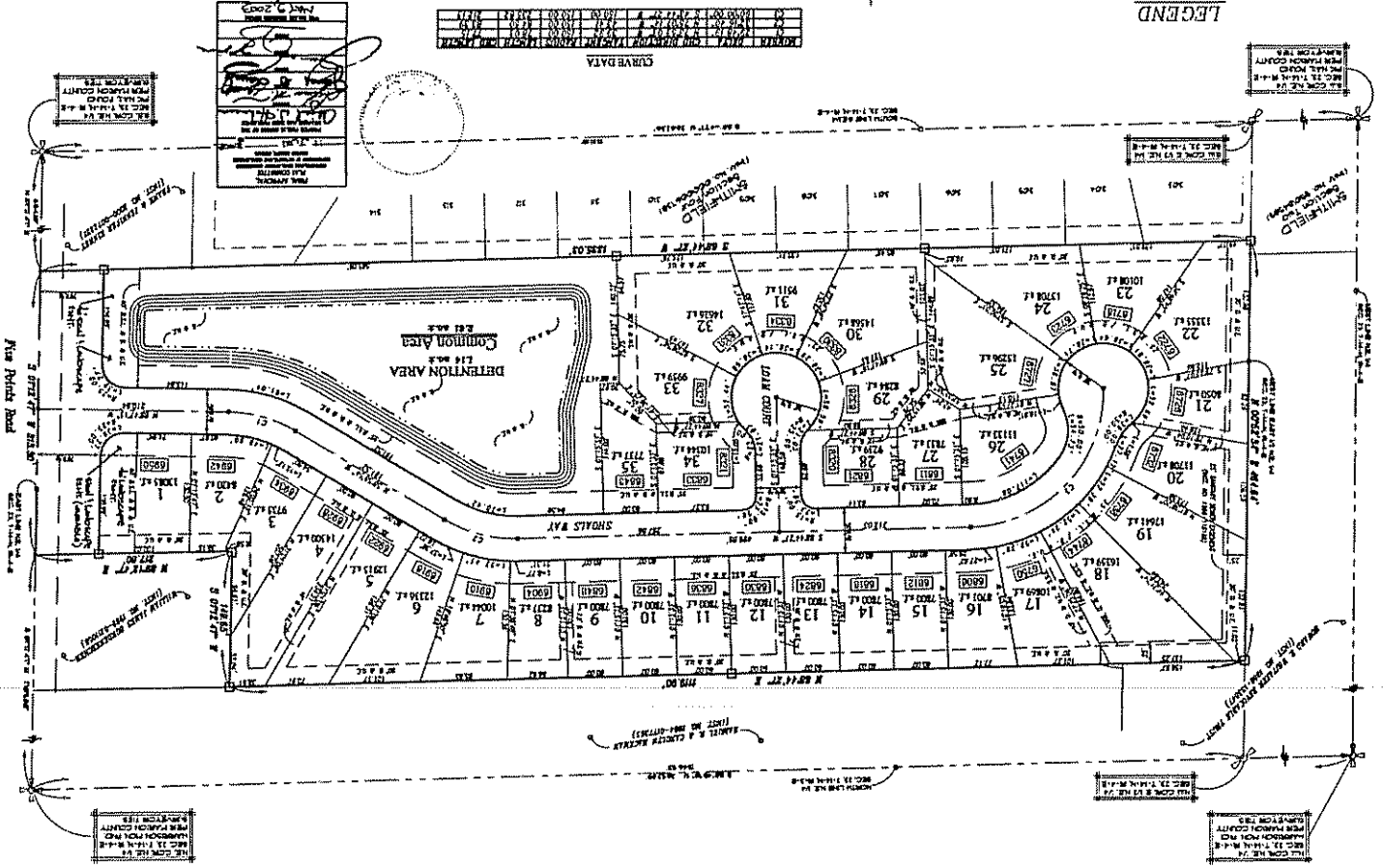
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK LINE
- LOT NUMBER
- LOT NUMBER
- 0/0' COVERED
- REAR SET IN CONCRETE
- LOT ADDRESS

LEGEND

ZONING NOTE
THE SUBJECT REALTY BEING DEPICTED ON THIS PLAN IS ZONED D-3 (DENSE RESIDENTIAL) AND IS SUBJECT TO THE CORRECTIONS FROM ZONING CASE NO. 103-102.

OWNER	PLAT	DATE	ACRES	SECTION	TOWNSHIP	RANGE	COUNTY
...

FILED
APPROVED THIS 11th DAY OF MARCH 1998
FRANKLIN TOWNSHIP



BROOKSTON SUBDIVISION
FRANKLIN TOWNSHIP
MARION COUNTY, INDIANA

020103532

EXPLANATION
A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 10 WEST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
MORNING STAR INVESTMENT COMPANY, INC. (MORNING STAR INVESTMENT COMPANY, INC.)
A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 10 WEST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
MORNING STAR INVESTMENT COMPANY, INC. (MORNING STAR INVESTMENT COMPANY, INC.)



DEED
This instrument was acknowledged before me on this 11th day of March 1998, by the undersigned, who being personally known to me, and being duly sworn, acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.
I, the undersigned, a Notary Public in and for the State of Indiana, do hereby certify that the foregoing instrument was duly acknowledged before me on this 11th day of March 1998, by the undersigned, who being personally known to me, and being duly sworn, acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

09

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BROOKSTON

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR BROOKSTON ("Declaration"), made this 11th day of JUNE, 2002, by Rainco Development Corporation, an Indiana Corporation (hereinafter referred to as ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant Rainco Development Corporation is the owner of certain real estate located in Marion County, Indiana, more particularly described herein ("Real Estate"); and

WHEREAS, Declarant intends to sell and convey the residential facilities and lots within Brookston and desires to subject the Real Estate to certain covenants, conditions, and restrictions ("Covenants") in order to insure that the development and use of the various lots on the Real Estate are harmonious and do not adversely affect the value of surrounding lots on the Real Estate; and

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part of parts thereof.

ARTICLE I

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive structures and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance an condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all lots within Brookston and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Brookston.

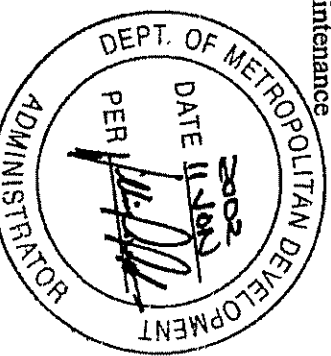
Cross Reference Missing At Time Of Recording.

Inst # 2002-0109533

06/11/02 02:17PM HANNA MARTIN MARION CTY RECORDER JRC 25.00 PAGES: 9

FILED JUN 11 2002 FRANKLIN TOWNSHIP ASSESSOR

FOR TRANSFER SUBJECT TO LIENS RELEVANT TO THE 828429



ARTICLE II

General Restrictions

SECTION 1. FIELD TILE. Any field tile or underground drainage which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of Lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

SECTION 2. DRAINAGE SWALES. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiles or otherwise changed without the written permission of the Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works and Safety.

SECTION 3. MAINTAINING DRAINAGE SWALES. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time if no action is taken, the Board of Public Works and Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property. The maintenance of the storm drainage system for this subdivision by the Homeowners Associated shall, to the extent not maintained by Marion County Drainage Board, include but shall not be limited to, the maintenance of all inlet pipes, open ditches, pipes and swales. The costs and expenses of such maintenance which is not provided by the Marion County Drainage Board of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

SECTION 4. DRAINAGE AND UTILITY EASEMENTS. Areas designated as utility easements on this plate are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required. Such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the lot owner.

SECTION 5. MAINTENANCE OF PREMISES. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be

permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All lot owners, for the good of the community, will maintain their lots in good condition to the curb line of the street.

SECTION 6. RESIDENTIAL PURPOSES. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars.

SECTION 7. EXTERIOR. The exterior facing of dwellings placed on lots in Brookston shall be comprised of masonry, cedar, redwood or comparable wood of the same quality, or horizontal vinyl.

SECTION 8. MASONRY REQUIREMENTS. The exterior of 50% of the homes in Brookston must have a masonry facing, i.e. front wall of the ground floor excluding the doors, windows, garage door opening, etc. The entire ground floor of the home abutting Five Points Road must be comprised of masonry, excluding doors, windows, garage door opening, etc.

SECTION 9. STREET PARKING. On street parking is prohibited. No licensed or unlicensed, inoperative or operative vehicle shall be permitted on the streets, on any lot, common area or easements unless kept entirely within a garage.

SECTION 10. TRUCKS, BOATS, RECREATIONAL VEHICLES. No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any lot unless kept entirely within a garage.

SECTION 11. NUISANCES. No noxious, obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

SECTION 12. OUTDOOR STORAGE. No large machinery or equipment shall be permitted to be kept or stored on any lot except with the dwelling.

SECTION 13. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one (1) professionally manufactured sign of not more than five square feet advertising the property for sale or rent.

SECTION 14. MINING OPERATIONS. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

SECTION 15. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use.

SECTION 16. RUBBISH, TRASH AND GARAGE. Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

SECTION 17. CORNER LOT. No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between two and one-half (2 ½) feet and twelve (12) feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

SECTION 18. MINIMUM LIVING SPACE. The minimum footage of living space of dwellings within Brookston, exclusive of porches, garages or basements shall be no less than:

- (a) 1,400 square feet for single story dwellings; and
- (b) 1,700 square feet for two-story dwellings

SECTION 19. OUTBUILDINGS. No outbuildings of any kind, detached garages, sheds, shacks or tents shall be maintained on any lot, except a storage building not less than 8' x 10' and no larger than 10' x 12'. The Architectural Control Committee (ACC) shall determine the style, type and location. The appearance of the building shall be compatible with the dominant structure.

SECTION 20. DRIVEWAYS AND CARPORTS. All driveways must be paved with concrete or asphalt. No carports are permitted.

SECTION 21. COMMUNICATION DEVICES. Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited, excepting antennas attached to the dwelling which do not rise above the peak of the roof. An RCA 18" disc or equivalent is permitted. This disc must be mounted on the dwelling. All power and telephone lines are to be underground.

SECTION 22. MAILBOXES. All mailboxes in Brookston shall be uniform in appearance. The Architectural Control Committee (ACC) shall determine the style, type and location.

SECTION 23. LANDSCAPING. One (1) two-inch (2") caliper tree will be planted on each lot and a minimum of two (2) trees for the corner lot of street frontage from the approved list of trees. At least four (4) shrubs will be planted at the front of the house from the approved list of shrubs.

SECTION 24. SIDEWALKS. Builder must construct a four-foot (4') concrete sidewalk on each lot as per the approved construction plan of Brookston.

SECTION 25. REPAIRS. All owners and their builder and/or contractors shall be responsible for and repair or restore any damage during construction whether or not inadvertent or unavoidable including but not limited to curbs, sidewalks, gutters, street, storm drainage area, utilities or other improvements.

SECTION 26. WELLS AND SEPTIC TANKS. No water wells shall be drilled on any lot. Septic tanks shall be prohibited.

SECTION 27. SWIMMING POOLS. Only in-ground pools with a concrete patio shall be permitted. Aboveground pools are prohibited.

SECTION 28. CONSTRUCTION EARTH-MOVING, EXCAVATION. No construction, significant earth moving, or excavation work of any nature may be conducted on any lot. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after ten (10) days notice thereof to the owner of the respective lot, the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

SECTION 29. FENCES, WALL, BARRIERS. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed six (6') feet in height. No such structure shall be placed closer to the front lot line than the front building setback line. No fences of any kind will be allowed in certain areas of Brookston.

SECTION 30. PROSECUTION OF VIOLATIONS. It shall be lawful for the Homeowners Association, the Committee (as to matters for which it has responsibilities) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, conditions, provisions, or restrictions contained herein either to prevent such person or persons from doing, or to recover damages or other dues for such

violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the lot owner or owners found to be in violation.

SECTION 31. COMPLETION OF CONSTRUCTION. All construction commenced on any lot within the development shall be completed within one hundred eighty (180) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent completion. The undersigned and/or Homeowners Association shall have standing authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

ARTICLE III

Common Areas

There are portions of ground marked "Common Areas" on the within plat which, upon final construction or provision therefor, shall be conveyed by the Developer to the Homeowners Association. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the Declaration.

ARTICLE IV

Brookston Architectural Control Committee

SECTION 1. APPOINTMENT OF ARCHITECTURAL CONTROL

COMMITTEE. Declarant shall appoint an Architectural Control Committee to be composed of two (2) members at the discretion of the developer.

SECTION 2. CONSTRUCTION APPROVALS. No construction of any building or structure of any kind, including additions, alteration, fences, screens and walls shall begin within Brookston until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply with all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any reason, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provisions for landscaping, including the planting of trees and shrubs. The determination of whether adequate provisions have been made for landscaping shall

be at the sole discretion of the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

SECTION 3. 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 submitted material shall be retained by the Committee 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.

SECTION 4. LIABILITY OF COMMITTEE. Neither the Committee nor any agent thereof, nor Declarant, 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.


SECTION 5. INSPECTION. The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

SECTION 6. COVENANTS RUN WITH THE LAND. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the Lots, it is agreed to change such covenants and restrictions in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment on a Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, Amargeet S. Luthra has caused the execution of the foregoing covenants on this 10th day of STONE, 2002.


Amargeet S. Luthra, President
Rainco Development Corporation

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Personally appeared before me, the undersigned, a notary public in and for said county and state, Amareet S. Luthra who acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the use and purposes therein expressed.

My Commission Expires:

2-17-08



Angelika E Dakes
Notary Public Signature

Angelika E Dakes
Notary Public Printed Name

My County of Residence is:
JOHNSON

THIS INSTRUMENT PREPARED BY:
AMAREET S. LUTHRA, REAINCO DEVELOPMENT CORP.
2050 FAIRVIEW PL., SUITE "A", GREENWOOD, IN. 46142

BROOKSTON SUBDIVISION
DESCRIPTION

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPLE
MERIDIAN, FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL MARKING THE SOUTHEAST CORNER OF SAID
NORTHEAST QUARTER; THENCE NORTH 01 DEGREES 12 MINUTES 47
SECONDS EAST (BEARINGS BASED UPON INDIANA STATE PLANE
COORDINATES, EAST ZONE, NAD 1983) ALONG THE EAST LINE THEREOF
654.10 FEET TO A PK NAIL MARKING THE POINT OF BEGINNING OF THE
HEREIN DESCRIBED PARCEL, SAID CORNER ALSO BEING THE NORTHEAST
CORNER OF THE LAND OF FRANK & JENNIFER KINNEY (INST. #2000-0072237,
OFFICE OF THE MARION COUNTY RECORDER); THENCE SOUTH 88
DEGREES 44 MINUTES 27 SECONDS WEST PARALLEL WITH THE SOUTH LINE
OF SAID HALF QUARTER SECTION AND ALONG THE NORTH LINE OF SAID
KINNEY 1335.03 FEET TO A REBAR SET IN CONCRETE, SAID CORNER BEING
ON THE WEST LINE OF SAID HALF QUARTER SECTION, SAID CORNER ALSO
BEING THE NORTHWEST CORNER OF SMITHFIELD - SECTION FOUR (INST.
#00006738, OFFICE OF THE MARION COUNTY RECORDER); THENCE NORTH
00 DEGREES 52 MINUTES 34 SECONDS EAST ALONG SAID WEST LINE 464.64
FEET TO A REBAR SET IN CONCRETE; THENCE NORTH 88 DEGREES 44
MINUTES 27 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID
HALF QUARTER SECTION 1119.90 FEET TO A REBAR SET IN CONCRETE,
SAID CORNER BEING ON THE SOUTH LINE OF THE LAND OF SAMUEL R. &
CAROLYN HACKMAN (INST. #1994-0177365, OFFICE OF THE MARION
COUNTY RECORDER), SAID CORNER ALSO BEING ON THE WEST LINE OF
THE LAND OF WILLIAM JAMES BORDENKECHER (INST. #1999-0211056,
OFFICE OF THE MARION COUNTY RECORDER); THENCE SOUTH 01
DEGREES 12 MINUTES 47 SECONDS WEST PARALLEL WITH THE EAST LINE
OF SAID NORTHEAST QUARTER AND ALONG THE WEST LINE OF SAID
BORDENKECHER 149.65 FEET TO A REBAR SET IN CONCRETE; THENCE
NORTH 89 DEGREES 12 MINUTES 47 SECONDS EAST ALONG THE SOUTH
LINE OF SAID BORDENKECHER 217.80 FEET TO A PK NAIL ON THE EAST
LINE OF SAID NORTHEAST QUARTER SECTION; THENCE SOUTH 01
DEGREES 12 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE 313.30
FEET TO THE POINT OF BEGINNING, CONTAINING 13.49 ACRES, MORE OR
LESS.

SUBJECT TO ALL EASEMENT, RIGHTS-OF-WAY, AND RESTRICTIONS.