DECLARATION OF COVENANTS AND RESTRICTIONS

COPPERTIELD SECTION IV

Ş This Declaration made this day of SCH Real Estate Development Corporation,

WITNESSETK:

WHEREAS, the following facts are true:

- this reference, upon which Declarant may, but is not obligated to, cribed on sheet 1 of 2 attached hereto and incorporated herein by Declarant is the sole owner of the fee simple title to the real constuct residential facilities. estate located in Marion County, Indiana, more particularly des-
- 8 the property values in Copperfield, and to this end desires to subcomplement of the lands in the property and the future owners there-Declarant desires to provide for the preservation and enhancement of foith herein, each and all of which is and are for the benefit and ject the property to the covenants, restrictions and easements set

and every une of the periodalist of the periodalist of the property of any çall of palla liminof. subject to each Hestite tone, and shall fined to the benefit of the bestalant Declarant and upon the parties having in acquiring any right, sitte, or inte-All of the restrictions shall for with the land and shall be binding upon the ting the value, desitability and attractiveness of the property as a shule. tions, all of which are established for the purpose of enhancing and protecrented, used, occupied and improved, are subject to the following Restricproperty as they are held, conveyed, hypothecated or encumbered, leased, feat, legal of equitable, to and to the frequesty of any part of paids the levil NOW, THEREFORE, Declarant hereby declares that all of the lands in the

- pering time. The full owing terms, as used in the Hertaration, unless the combet clearly requires wheretee, shall mean the full being:
- county, indiana, its successors or assigns of any or all of its "h.K.D." means the Department of Metropolitan Development of Marton righte under this pectaration.
- 7 ansume the rights and obligations of Declarant.) sorn and assigns to its interest, or any person designated by it in perly at the time of the recording of this neclaration, its success-*Declarant* means SCR Real Estate Corporation, the owner of the propersons purchasing the property or parts thereof by deed from Declas recorded instrument as having its rights hereunder, other than rant (unless the conveyance indicated an intent that the grantre
- 'n the property is a pail thereof. *Copperfield* means the name of the Declarant's development of which
- "Property" means the real estate described on sheet t of 2. their heirs, successors, legal representatives or assignee. "Owner" means every person or persons or entity or entitles who is the record owner of a fee or undivided fee interest in the property.

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- common with the owner of the adjacent lot. No fenc or any part of such common drive. The conditions a obstruction of any kind shall be exected on or alon common drives the right to use such common drives, undersigned hereby reserves for the owners of the 1 along and over the common lot line of the vertous l all common drive maintenance will be as set forth t Common Drives. The undersigned reserves the right
- posed use and site and development plan for the pro rant of any hearing before the Metropolitan Plan Co provided, however, that thirty (30) days' notice the uses permitted in the Zoning Ordinance of Mario Use Restriction. No use shall be peinitted on the
- Signs. No billboards or advertising signs of any c one professional sign of not more than one (1) squa any improvement thereon without the written approva exhibited in any way on or above the property or an of not more than bir (6) aquare feet advertising th
- mentioner (perfections apply to this xero lot develops Italed setback lines and the property lines of the this plats no building shall be exected or maintain Swithark Lines. Front building authach lines are he I must distance of 10.0 feet to matrialized between ad
- entectory and encruaching upon an adjoining lut as de Limited themsit Alex. There is listary tenerral by I guitteis, overliands or other improvements resulting filed by such easement, and for the encroschment, i purpose of performing seintenance and rejuit work of of Competiteld. Said limited common erea is tesette herself of the owner of any lot, a limited common a etruction of the adjacent dwelling.

purposes described above, in the limited common are petty line shall have an express right of access an aide-yard property line. The owner of any house built within three (1) feet "

side-yard property line and as designated on the pl Said easument area shall be (live (5) feet in width be reaponable for repair of any damage resulting I Any persons entering upon a lot under the rights of

towers shall be permitted unless approved in writing waived in writing by Declarant. No putside antenna utility lines shall be placed undergound, but this Utility Lines and Antennas. All electrical service approvals may be granted for antennam extending mor

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 CopperCivit means the name of the Declarant's development of which the property is a part thereof.

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- d. "Cwner" means every person or persons or entity of entitles who is the record owner of a fee or undivided fee interest in the property, their helis, successors, legal representatives or assignee.
- e. 'Property' means the real estate described on sheet 1 of 2.
- f. "Reattifilium" means the covenants, conditions, easements and (retrictions and all other provisions set forth in this heristation, as the same may from time to time be amended.
- Q. "Limit of Common Aira" refers to those areas successive 4.2% inner but leaprest for the limited benefit of an adjacent lot, agreeignated by factorian to the plat or plats of convertield, as it can may be recorded toom time to time.

<u>Decision.</u> Decision beinty explainly decision that the jupacty be held, transferred, sold, conveyed and occupied aubject to the Maxister times.

Utility Paraments. There is hereby temetred for the purposed installing and maintaining sunjulial and public utility facilities of fur such other purposes incidental to the development of the properties to be perspected being, from the date of this instrument by the period. It is acceptant and assigness, full right and authority to be bedient, its saintain such drainage facilities, sanitary sever and well-rines, gas and electric lines, communication lines (which shall includiable TV), and such other further public service facilities as Declarating deem necessary. Provided, however, Declarant shall restore the iturbed area as nearly as is possible to the condition in which it we fid. Ho persanent structures shall be constructed within an essential.

Plans, Specifications and Locations of Buildings. No buildior structure of any kind, including additions, siterations, fences, resne and walls, shall be erected or altered on the property until these and specifications, location and plot plan thereof, in detail ato scale, have been submitted to and approved by Declarant in willingiore any construction has begun. The plans and specifications of amecation of all construction shall be in compliance with the building, whing and electrical requirements of all amplicable regulatory codes, shall also comply to all zoning coverants and restrictions which applicable to the land. Refussion of any coverants and specifications which applicable to the land. Refussion of any coverants and specification of purely seathetic grounds, in the sole and absolute discretion of Drant, beclarant shall not be responsible for any structural defect such plans or specifications or in any building or structure end according to such plans and specifications.

The construction of two attached residential units to formingle building to be referred to as a "double" will be permitteding two adjacent lots. All restrictions applying to single lots wipply to doubles as a single building consisting of two residentials.

The plans and specifications submitted to Declarant shall in a plot plan to scale with adequate provision for landscaping, incy the planting of trees and shrubs. The determination of whethequate provision has been made for landscaping shall be at the sole tion of Declarant. The required landscaping and all parking strifdriveways shall be completed at the time of completion of the builds as soon as wearber and season permit.

side-yard property line and as designated on the plat of Copperfield.
Any persons entering upon a lot under the rights granted becomes shall be responsible for repair of any damage resulting from the use of the area.

- 10. Utility Lines and Antennas. All electrical service, telephone and othe utility lines shall be placed undergound, but this restriction may be waived in writing by Declarant. No outside antennas, poles, masts or Lowers shall be permitted unless approved in writing by Declarant. No approvals may be granted for antennas extending more than 5 (set above the roof peak.
- Accessory of Temporary Buildings. No tents and no accessory of temporary buildings or structures shall be permitted.
- 12. Oil and Gas Tanks, Air Conditioners. All oil tanks and bottled gas tanks sust be underground. Ho above or below storage of gastline will be allowed. Any stationary air conditioning units sust be similarly walled-in, acreened or appropriately landscaped.
- Perty, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon-reliuse to comply shall werrant the Declarant or D.M.D. to cut weeds or clear the refuse from the property at the expanse of the Owner, and there shall be a lien against said property for the expense thereof.
- Nuisances. No nuisance shall be permitted to exist or operate upon the property.
- is. Size Visibility. No fence, wall, hadge, 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 within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the arrest lines extended. The same sightline 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 saley line. No tree shall be presented to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 16. Lot Access. All lots shall be accessed from the Interior streets of this subdivision. Ho access is permitted from 75th Street or Hague Road.
- 17. Boats, Trucks, etc. No boats, campers, traflers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the property for more than four (4) hours unless fully enclosed inside a building.
- 18. Trash and Garbage Containers, All tish and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.
- Clothes brying Area. No outdoor clothes drying area or apparatus shall be allowed.
- 20. Animals. No farm animals, fouls or domestic animals for commercial purposes shall be permitted in the property. Generally recognized house permitted in reasonable numbers; all pats when outside must be kept under control by their numbers.

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of Temporary Buildings. No tents and no accessory of temporary of structures shall be parmitted.

Tanks: Air Conditioners. All oil tanks and bottled gas tanks larground. No above or below storage of gasoline will be any stationary air conditioning units must be similarly walleded or appropriately landscaped.

e of Premises. In order to maintain the standards of the proweeds, underbrush or other unsightly growths shall be permitted remain upon any land, and no refuse pile or unsightly objects llowed to be placed or suffered to remain anywhere thereon. comply shall warrant the Declarant or D.M.D. to cut weeds of comply shall warrant the Declarant or D.M.D. to cut weeds of comply shall warrant the sepanse of the Owner, and there ceruse from the property at the expense thereof.

No nuisance shall be permitted to exist of operate upon the

wility. No fence, wall, hedge, or shrub planting which sight lines at elevations between two (2) and six (6) feet atreet lines at alevations between two (2) and six (6) feet street shall be placed or permitted to remain on any corner, examples area formed by the street property lines and a line triangular area formed by the street property lines and a line points twenty-five (25) feet from the intersection of said points twenty-five (25) feet from the intersection of the street lines extended. The same sightline limitation of the street lines extended. The same sightline limitation is apply to any lot within ten (10) feet from the intersection of the vith the edge of a diveway pavement or alloy line. No et line with the edge of a diveway pavement or alloy line. No et line within such distances of such intersection of such sight lines.

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Drying Area. No outdoor clothes drying area or apparatus shall

Drying Area. No outdoor crocker with a for commercial purNo farm animals, fowls or domestic animals for commercial purNo farm animals, fowls or domestic animals for commercial purnall be permitted in the projectly. Generally recognized house
is permitted in reasonable numbers; all pets when outside must be
ter control by their owners and must not become a nutsance to

cation of Common Area, and amenument or the effective upon Covenants and Restrictions. Any such amendment shall be effective upon the execution of same by developer beroin and the filling of same among the execution of same by developer heroin and the filling of same among the execution of same by developer heroin and the filling of same among the public records of Marion County, Indiana.

Homeowners Association. A Homeowners Association (hereafter referred to as the "Association") will be created as a not-for-profit corporation under the laws of the State of Indians. The Declaration of Covenants, under the laws of the State of Indians. The Declaration of Covenants, office of the Recorder of Marion County, Indians, and shall be binding to office of the Recorder of Marion County, Indians, and shall be responsible all land contained within this plat. The Association will be responsible for controlling all maintenance and other activities for all areas denoted as common areas (lakes, parks, landscape essepents, etc.) as denoted on the plat. Clear and unencumbered likes to the Common Area in each section shall vest in the Homeowners Association prior to the initiation of assessments in said Section.

26. Dedicated Streets. The streets are hereby dedicated to the public.

IN WITNESS WHEREOF, the Owner of the above described real estate has hereunto caused its name to be subscribed.

SCN Real Estate Development Corporation

By Sol C. Miller, President

WITNESS:

Anice L. Miller, Secretary

County of Karion)

State of Indiana) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sol C. Miller and Janice L. Miller, respectively, of SCM Real Estate Development Corporation and acknowledged the execution of this instrument for and in behalf of said company.

Witness my Signature and seal this 15th day of Octobat

Ochorah X. stoken

My Conmission Expires:

County of Residence:

12-30-85

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5. Common Drives. The undersigned reserves the right to construct drives along and over the common lot line of the various lots. Further, the undersigned hereby reserves for the owners of the lots constructed in common drives the right to use such common drives, when constructed in common with the owner of the adjacent lot. No fence, barrier or other common with the owner of the sedjacent lot. No fence, barrier or other obstruction of any kind shall be erected on or along any common lot line obstruction of any kind shall be erected on or along any common lot line or any part of such common drive. The conditions and restrictions for or any part of such common drive. The conditions and restriction.

all common drive maintenance will be as set forth by the Association. The uses permitted in the Zoning Ordinance of Marion County, Indiana, the uses permitted in the Zoning Ordinance of Marion County, Indiana, the uses permitted in the Zoning Ordinance of Marion County, Indiana, the uses permitted in the Zoning Ordinance of Marion County, Indiana, the uses permitted in the Zoning Ordinance of Marion County, Indiana, the uses permitted in the Zoning Ordinance of Marion County, Indiana, the uses permitted in the Zoning Ordinance of Marion County.

Use Restriction. No use shall be penalited on the property other than the uses permitted in the Zoning Ordinance of Marion County, Indiana, provided, however, that thirty (30) days' notice be given to the Declarant of any hearing before the Metropolitan plan Commission on any proposed use and site and development plan for the property.

Signs. No bilitoards or advertising signs of any character shall be exhibited in any way on or above the property or any part bereof or on any improvement thereon without the written approval of beclarant except one professional wigh of not more than one (1) aquare foot, or one sign of not more than allx (6) aquare feet advertising the parcel is for sale or refit.

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Subtack Lines. Front building sected to maintained between the setabthis plats no building stall be steeted or maintained between the setablished setbech lines and the property lines of the streets. No sideline
setbeck festincions apply to this sero to development as long as a minsetback festincions apply to this sero to development as long as a minsetback bines.

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italied common kind. There is betely reserved by the Decisiant for the inserts of the owner of any lot, a limit of common area for the purpose of entering and entering upon an adjuining lot as designated on the plat of topperfield. Said limited common area is reserved for the limited of toppers of performing maintenance and repair work on the dwelling benepurpose of performing maintenance and repair work on the dwelling benefited by such essent, and for the encroachment, if any, of the roofs, rited by such essenent, and for the encroachment, if any, of the roofs, guilters, overhands or other improvements resulting from the original congulation of the adjacent dwelling.

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The owner of any house built within three (3) feet of a mide-yard property line shall have an emptemm right of access and use, for the limited purposes described above, in the limited common area as measured from alde-yard property line.

Said easement area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat of Copperfield. Any persons entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the

- JUILITY Lines and Antennas. All electrical service, telephone and other utility lines shall be placed undergound, but this restriction may be utility lines shall be placed undergound, but this restriction may be waived in writing by Declarant. No outside antennas, poles, masts of towers shall be permitted unless approved in writing by Declarant. No approvals may be granted for antennas extending more than 3 feet above the roof peak.
- Accessory of Temporary Buildings. No tents and no accessory of temporary buildings or structures shall be permitted.
- oil and Gas Tankal Air Conditionars. All oil tanks and bottled gas tanks

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enforcement. Any Owner or Declarant shall have the right to enforce, by a proceeding at law or inequity, all restrictions, conditions, or covenants, imposed by this Declaration, but Declarant shall not be liable for nants, imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any person to enforce any of the Restrictions or to invoke any available remedy with to enforce any of the right to stances be deemed or held to be a waiver by that person of the right do so thereafter, or as estoppel of that person to assert any right do so thereafter, or as estoppel of that person to assert any right do so thereafter, or as estoppel of that person to assert any right do so thereafter, or as estoppel of that person to assert any right do so thereafter, or as estoppel of that person to assert any right do so thereafter, or as estoppel of the person to assert any right do so thereafter, or as estoppel of the person to assert any right do so thereafter, or as estoppel of the person to assert any right do so thereafter, or as estoppel of the person to assert any right and the violation or violations of the Restrictions. In the event that the violation or violations of the Restrictions in the event that the person as the person and the person and court costs if Declarant shall person all it said litigation.

The Metropolitan Development Commission, its successors and assigns, shall have no glyht, power or authority to andorce any covenants, commitments, restrictions contained in this plat other than those covenants, cusmitments, restrictions of limitations that than those covenants, cusmitments, restrictions of limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan between the first action of the Metropolitan between the first shall be construed to provisions of the satisfication control ordinary 58-Au-1, as amounded, or any conditions attached to approve to this play the Plat Cummittee.

- Burstion. The forgoiday covenants and testrictions and any amendments thereto are for the solvent benefit and protection of all present and fuller owners of the property of any part thereof and shall for with the land and shall be brimling on all parties and all persons claiming under them until January 1, 2000, at which then the said covenants and restrictions shall be automatically extended for successive periods of ten (10) tions shall be automatically extended for successive periods of those peryears, unless changed in whole or in part by majority vote of those peryears, unless changed in whole or in part by majority vote of those persons who are than the Owners of the property.
- Independent of, and severable from, the rest of the Restrictions and of Independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions bination of the Restrictions of the shall be held to be invalid or to be unenforceable, or shall lack the shall be rithout effect quality of tunning with the land, that holding shall be rithout effect upon the validity, enforceability of funning quality of any other of the Restrictions.
- It the developer, his successors and assigns forever reserve the right to amend any of the above contained restrictions so long as the Declarant owns at least aix (6) lots within Copperfield. The following amendments will require the Prior approval of the Pederal Housing Administration, or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and Amendment of this Supplemental Declaration of cation of Common Area, and Amendment of this Supplemental Declaration of covenants and Restrictions. Any such amendment shall be effective upon Covenants and Restrictions. Any such amendment shall be effective upon the execution of same by developer herein and the filling of same among the public records of Marion County, Indiana-
- 25. Homeowners Association. A Homeowners Association (hereafter referred to as the "Association") will be created as a not-for-profit corporation under the laws of the State of indians. The Declaration of Covenants, under the laws of the State of indians. The Declaration of Covenants, conditions and Restrictions of the Association will be recorded in the office of the Recorder of Marion County, Indians, and shall be binding to all land contained within this plat. The Association will be responsible for controlling all maintenance and other activities for all areas denoted as common areas (lakes, parks, landscape essements, etc.) as denoted as common areas (lakes, parks, landscape essements, etc.) as