DECATUR COMMONS SUBDIVISION SECTION ONE DECLARATION OF COVENANTS AND RESTRICTIONS

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

hereby created and reserved for the use of all public utility companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wire, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Essements are hereby created and reserved; (i) for the use of the Developer during the development of the Subdivision for access to and for the installation, repair and removal of a drainage system and, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The Sanitary Sewer Easements are hereby created and reserved; (i) for the use of the Developer during the development of the Subdivision for access to and for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such sanitary sewer system and for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such sanitary sewer system and such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structure shall be erected or maintained upon sald easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements herein either separately or Eagements", There "Drainage 20 T (2) areas reas or yround and "Sanitary Sewer Labeller", Easements" and "Sanitary Sewer Labeller", in combination. The Utility Easements are in combination the use of all public utility and of ground on this plat

necessary for the exercise of the rights granted to it paragraph. No permanent structure shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements, Drainage Easements and Sanitary Sewer Easements herein created and reserved.

- さばか the O not. public heretofore rights-of-way of the for use dedicated (S) D of the streets as shown on this plat, ed to the public, are hereby dedicated public right-of-way.
- 3. Ownership, use and enjoyment of commons: "Common Areas" shall mean those areas, including Block A, and Recreation Area (Lot 8) on the plat of Section On commons depicted on the recorded plat of the Subdivisic remain private, and neither the Developer's execurecording of the plats nor the doing of any other act Developer is, or is intended to be, or shall be constructed dedication to the public of the commons. the Developer's execution of doing of any other act by the be, or shall be construed as, a Subdivision "Commons" One. Block and
- time to time grant, for the use and enjoyment of the Comm granted to the persons who are from time to time members Association. Ownership of any Commons shall be conveyed simple title, free of financial encumbrances to the Assoupon their completion. Such conveyance shall be subjected as the Developer may at the time of such conveyance appropriate. Such conveyance shall be deemed to have accepted by the Association and those persons who shall from time be members thereof upon the recording of a deed of conveying such Commons to the Association. license successors, assigns or licent to time grant, for the use steed to the persons who are ociation. Ownership of any ole title, free of financial nodn such terms and condi conditions 0 f the Developer, and the Developer, shall from joyment of the Commons, is me to time members of the shall be conveyed in fee such conveyance deemed to have ons who shall from the deed Association subject to conditions deem
- two or more contiguous lots are used as a si dwelling, this side yard restriction shall apply lots as if they were a single lot. Whenever referred to or referenced in this item, it convenience and information and in no instance construed as a plat covenant and/or restriction. depicted in erected y side lot aggregate rear lot building lot Building set-back lines and so in and on the plat. No building c maintained between said set-bac of line (as the case may be) of s no or structure shall be erected c line (as the case may be) of said lot. In addition, or structure shall be erected or maintained closer to of any lot than five (5) feet, with each lot having side yard requirement of thirteen (13) feet. Where contiguous lots are used as a site for a single is side yard restriction shall apply to the combined they were a single lot. Whenever a dimension is or referenced in this item, it is strictly for and information and in no instance is to be or be wilding or stru set-back lines set-back structure and lines es are e shall the from front
- than floor twelve twelve hundred (1200) area in aggregate, ex No residence lve hundred constructed on nstructed on a lot herein shall h 00) square feet of finished and exclusive of porches and garages and garages have less d livable
- or asphalt material with other than the existing of Each driveway in this driveway. no this Subdivision additional park ision shall be of parking permitted concrete on a lot

- other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction shall be promptly removed upon completion of construction of the building. No above-ground swimming pools shall be permitted to be constructed on any lot. The Committee (as herein defined) shall determine whether or not a pool shall be defined as "above-ground." No trailer, outbuilding may rary or perboat, we time
- residential pu said late residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached 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. in this s Subdivision business buil sion shall be used solely buildings shall be erecte shall for
- All home construction sites shall be unnecessary trash and equipment and in a c fashion. e kept clean t free e of any orderly
- building, fences, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specification and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (hereinafter the "Committee"). The destruction of trees and vegetation and any other such matter as may affect the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee had approved the presentatives shall be entitled to any compensation for services performed pursuant to this covenant.
- 11. 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 the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on any corner to the street shall be placed or permitted to remain on the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to remain out the street shall be placed or permitted to the street shall be placed or permitted to the str

members nor the de any compensation covenant. Commit days from the the date of submission, it shall be deer tee had approved the presented plan. Neither to be nor the designated representatives shall be ompensation for services performed pursuant pursuant deemed the the Committee entitled to ant to this the

- 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 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 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. No tree shall be permitted to remain within such instances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line. b planting which
- use square fee advertising Subdivision. larger 9 feet any Z O signs the] sign lot ugn of any kind shale ot, except that one ay be displayed at a property for sale during .d at or sale the ' shall sale and any time for the public or rent, except Developer may rent, except and development 0 Fr this
- purposes, become a r dogs, raised, household cats bred, or kept on a sats or other animal sehold pets, which es, and shall be k nuisance Z O animals animals livestock o on any lot n any lot within the Subdivision, als generally and customarily recommany be kept if not for any conkept reasonably confined so as 8 poultry O any recognized commercial S shall not except Ďe De
- required by paragraph 10 of the Covenants and Restrictions, and prior to the alteration, grading, construction or installation of improvements or the removal of any trees from any lot within this subdivision, a Tree Preservation Plan ("Plan") consisting of an accurrate site plan of such lot at an appropriate scale and sufficiently detailed to delineate existing trees, or tree areas, to be preserved and any trees to be removed shall be submitted to the Department of Metropolitan Development of Marion County, Indiana, for review and written approval along with and at the same time application is made for issuance of Improvement Location Permit. Prior to, during and following completion of improvements or conditions imposed upon receipt of written approval of the Plan shall be complied with in all respects. Only those trees designated for removal by the Plan shall be cut, of such lot and shall not be removed or dut down unless dead, diving, decayed or dangerous to life or preserved by owner of such lot and shall not be removed or cut down unless dead, diving, decayed or dangerous to life or property. Changes in the location of any improvements (including structures, driveways, sidewalks and the like) to be constructed on any lot which are specifically required by the Department of Metropolitan Development of Marion County to secure plan approval shall be deemed acceptable to the Committee without issuance of written or the revised another is a totd plan.

known or an or an is the n the other other other of the cel of try L. dated in the line those lent.

I be a li the those lent.

I we two live two live two but in the any to any

terest or such but in to any to any e the e-eight ts, at lass A ted to lowing

t that

1 Board

and shall be binding upon all persons or entities from time time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after date of recording hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate covenant and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

restrictions shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person having any right, title or interest in a lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunction relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys, fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provide further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF, the e undersigned Developer, as the owner subscribed

ni m

Development subdivision conditions any covenants, commitment contained in this plat oth restrictions or limitation Metropolitan Development nothing herein shall be bment Commission ision control ord lons attached to commitments, restricts plat other than limitations that experience. to arr <u>ө</u> ns that expressly run in favor t Commission; provide further construed to prevent +-approval right, power or s, restrictions nce, 58-A0-3, a roval of this any provisions 3, as amended or other s amended, o plat by the favor of the urther, that Metropolitan commitments to enforce limitations of the any Plat

of th the Z 21 4+ WITNESS Estate, day of whereof, the minter te, has hereunto caused of APCIL, 19 the undersigned De ereunto caused its [2] _____, 1992. Developer, name ď Ďe **S** subscribed the

DECATUR COMMONS, INC

920053464

3

Tree dest

Attest:

County О Н of Marion Indiana :88

1>

Decatur Commexecution of Corporation. Before State, personderso the undersigned Notary Public in and for personally appeared Joseph W. Harrick as mmons, Inc., an Indiana Corporation, who if the foregoing Record Plat for and on be as President of ho acknowledged behalf of said said County

Witness 1992. Υщ hand and Notarial Seal this al stday 0 Upm

Commission Expires: 7/92

County of Residence: Madison

Story), Notary Public

び四次門

(Benita G. S.

SECTION ONNOZO

> A CONTRACT The state of する

. i j

COLLINA INDIANA

MARION

DECATUR COMMONS SUBDIVISION SECTION TWO DECLARATION OF COVENANTS AND RESTRICTIONS

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

There are areas of ground on this plat marked "Utility Easements". "Drainage Easements" and "Sanitary Sewer Easements" either separately or in combination. The Utility Easements are bereby, créated and reserved for the use of all public, utility companies (not including transportation companies), and governmental agencies for access to and installation, majintereance, repoir or removal of poles, mains, ducts, drains, lines, wire, cables, and other equipment and facilities for the transportation companies). In the Subdivision for access to and for the installation, repoir and removal of a drainage system and, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of indianapolis for access to maintenance, repair and replacement of such drainage system, provided, however, that the autriace drainage will be required to keep the partial of the the theorem of any lot in this Subdivision subject to a Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The Sanitary Sewer Easements are hereby created and reserved; (1) for the use of the Developer during the development of the Subdivision for access to and for the Installation, repair and replacement of such sonitary sewer system and, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of indianapolis for access to maintenance, repair and replacement of such sonitary sewer system and for the Pteblic Easement and adjoining property and (ii) for the Department and Sanitary Sewer Easement, Drainage Easement and Sanitary Sewer Easement, Drainage Easement is created and reserved to go on any lot subject to such sonsents. The owners of lots in this Subjection by maintained upon soid easements. Province of the powers of lots in this Subjection by the exercise of the powers of lots in this Subjection by the easements in the owners of lots in this Subjection by the sub created and reserved.

2. The rights—of—way of the streets as shown on this plant heretofore dedicated to the public are hereby dedicated the public for use as a public right ser-way.

3. Ownership, use and enjayment of commons. Commons shall mean those areas, including Block A. Block B. "Common Areas" shall mean those areas, including Block A. Block B. and Recreation Area (Lot 8) as shown on the plat of Decatur Commons Section One. Any commons depicted on the recorded plat of the Subdivision shall remain private, and neither the doing of the Subdivision of recording of the plats has the doing of the plats has the doing of the plats are the doing of the plats. construed a dedication to of recording of the plats no the doin Developer is, or is intended to be, or ledication to the public of the common Commons, and

and

3. Ownership, use and enjayment of commons: "Common Areas" shall mean those areas, including Block A. Block B and Recreation Area (Lot 8) as shown on the plat of Decatur Commons Section One. Any commons depicted on the recorded plat of the Subdivision shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the Commons, is time to time grant, for the use and enjoyment of the Commons, is granted to the persons who are from time to time members of the granted to the persons who are from time to time members of the Association. Such conveyances to the Association simple title, free of financial encumbrances shall be subject to upon their completion. Such conveyance shall be subject to assements, and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem as the Developer may at the time of such conveyance been accepted by the Association and those persons who shall from time accepted by the Association and those persons who shall from time accepted by the Association and those persons who shall from time accepted by the Association and those persons who shall from time accepted by the Association and those persons who shall from time accepted by the Association the Association.

- 4. Building set-back lines and set-back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the trant or rear lot line (as the case may be) of said but in addition, or building or structure shall be erected or maintained closer to no building or structure shall be erected or maintained closer to no building or structure shall be erected or maintained closer to any side lot of any lot than five (5) feet, with each lot having any side lot of any lot sare used as a site for a single two or more contiguous lots are used as a site for a single two or more contiguous lots are used as a site for a single lot. Whenever a dimension is lots as if they were a single lot. Whenever a dimension is lots as if they were a single lot. Whenever a dimension is convenience and information and in no instance is to be or be convenience and information and or restriction.
- floor 5. No residence constructed on a lot herein shall have less twelve hundred (1200) square feet of finished and livable area in aggregate, exclusive of porches and garages.
- 6. Each driveway in this Subdivision shall be of concrete asphalt material with no additional parking permitted on a long than the existing driveway. ot
- other outbuilding may be used at any time as a residence, other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary temporary or permanent, nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction shall be promptly removed upon completion of construction of the building. No above—ground swimming pools shall be permitted to be constructed on any lot swimming pools shall be permitted to be constructed on any lot. The Committee (as herein defined) shall determine whether or not a pool shall be defined as "above—ground."

- 8. All lots in this Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling other than one county, Indiana. No Districts Zoning Ordinance of Marion County, Indiana. No Districts Zoning Ordinance of Marion County, Indiana. No permit on any lot herein, other than one detached single—family residence not to exceed two and one—half stories in height and residence not to exceed two and one—half stories in height and permanently attached residential accessory building. Any permanently attached or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence attached building erected or used as an accessory to a residence.
- 9. All home construction sites shall be kept free of any unnecessary trash and equipment and in a clean and orderly fashion.
- 10. Architectural Design and Environmental Control: No building, fences; walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until placed and altered on any building lot in this Subdivision until placed and altered on any building lot in this Subdivision until placed and altered on any building lot in this Subdivision until placed and state the building with respect to topography and herein and as to the building with respect to topography and herein and as to the building with respect to topography and herein and as to the building with respect to topography and herein and elevations by an Architectural and Environmental finished ground elevations by an Architectural and Environmental to the environment and ecology of the DECATUR COMMONS area shall be the proper concern of the Committee. This Committee shall be the proper concern of the Committee. The estate, or by their duly authorized representatives. The estate, or by their duly authorized representatives. The covenant shall be in writing. In the event that said written covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) approved is not received from the committee within fourteen the date of submission, it shall be deemed that the days from the date of submission, it shall be entitled to members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this
- In 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 the street shall be placed or permitted to remain on any corner the street shall be placed or permitted to remain on any corner the street property in the case of a rounded intersection of said street lines or in the case of a rounded intersection of said street lines or in the street lines property corner, from the intersection of a sireet line, with within ten (10) feet from the intersection of a street line, with the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. No tree, shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree shall be permitted to the edge of a driveway pavement. The tree tree tree the case of a rounded in the pavement. The case of a rounded in the pavement in the case of a rounded in the pavement. The case of a rounded in the pavement in the case of a rounded in the case of a rounded in the pavement.
- 12. No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six (6) view on any lot except that any time for the purpose of square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer manager signs during the sale and development of this subdivision.
- 13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot within the Subdivision, except dogs, cats or other animals generally and customarily recognized dogs.

advertising the property for sale or rent, except Developer may use larger signs during the sale and development of this

- 13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot within the Subdivision, except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes, and shall be kept reasonably confined so as not to become a nuisance.
- 14. Following written approval from the Committee as required by paragraph 9 of the Covenants and Restrictions, and required by paragraph 9 of the Covenants and Restrictions, and organized to the alteration, grading, construction or installation of prior to the alteration, grading, construction or installation of supprovements or the removal of any trees from any lot within this improvement site plan of such lot at an appropriate scale and accurate site plan of such lot at an appropriate scale and accurate site plan of such lot at an appropriate scale and accurate site plan of such lot and proved shall be submitted to to be preserved and any trees to be removed shall be submitted to the Deportment of Marian Development, of Marian County, the Deportment of the plan is made for installation of the alteration, grading construction or installation of many such lot, all improvements or any tree removal by the Plan shall be permanently maintained and preserved by owner the Plan shall be permanently maintained and preserved by owner the Plan shall be permanently maintained and preserved by owner the Plan shall be permanently maintained and preserved by owner the Plan shall be permanently maintained and preserved by owner the plan and the like) to be constructed on any lot which are sidewalks and the like) to be constructed on any lot which are sidewalks and the like) to be constructed on any lot which are sidewalks and the like) to be constructed on any lot which are sidewalks and the like) to be constructed on any lot which are sidewalk alteration country to secure Plan approval shall be Development of Marian County to secure Plan approval shall be preserved by the plan and the like) to be constructed on any lot which are sidewalks and the Country to secure Plan approval shall be preserved by the Plan shall be preserved by the Plan shall be preserved t

15. Decatur Commons Property Owners Association, Inc

There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as "Decatur Commons Property Owners Association, Inc.". or an organization of similar name, which is referred to as the organization of similar name, which is referred to as the organization of Decatur Commons platted and recorded prior to, sections of Decatur Commons platted and recording of the contemporaenously with or subsequent to the recording of the contemporaenously with or subsequent to the recording of the contemporaenously with or subsequent to the recording of the contemporaenously with or subsequent to the recording of the contemporaenously with or subsequent to the recording of the March 3, 1992, and recorded as instrument No. 92-25935 in the March 3, 1992, and recorded as instrument No. 92-25935 in the member of the Association and shill be subject to all the Restrictions on other owners of residential lots within the Restrictions on other owners of residential lots within the Development and on members of the Association, including those Development and on members of the Association, including those Development and on members of the Association, including those Development and on members of the Association and sales and the provisions with respect to the payment of an annual assessment.

classes of voting membership: of Membership. The Association shall have

the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any ot. Class A. exception of the I Class members shall be all owners with

members. Class B. The Class B member(s) shall Developer, who shall be entitled to one hundred thirty—eigh (138) votes until such time as the Developer owns no lots, members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever earlier occurs: which time it shall surrender its membership to the Class B. Class A 50 à

- lots or (a) On the date the Developer sells the last lot that owns in the Development, and the Developer no longer owns any ts or land in the Development; or
- of Directors of the Association's By-Laws. Taffairs of the Association. C. Board of Directors. The members rs of the Association as prescribed by n's By—Laws. The Board of Directors The members shall elect a Board shall manage the the
- provide D. Professional Management. No contract or professional management of the Association shall be freezess of three (3) years. Any such agreement or co ess. gny ĝ three (3) years. Any termination by either termination either party by written i with or with notice of without ninety (90) days contract shall óŗ agreement for a term in
- E. Responsibilities of the Association
- plat such (i) The Association shall maintain the landscaping in along South High School Road in the areas designated Block Block B and in the Recreation Area (Lot 8) as shown on the for Decatur Commons Subdivision Section One and shall keep areas in a neat, clean and presentable condition at all
- A, Block B and Decatur Commons Subdivision Section One. the Recreation Area (Lot 8) as shown on the plat
- (iii) The Association shall maintain the landscaping and any signage at the entrance of Decatur Commons Subdivision and shall keep such areas in a neat, clean and presentable condition at all times
- (iv) The Association may procure and maintain casualty insurance for Black A. Black B. and the Recreation Area (Lot B) as shown on the plat for Decatur Commons Subdivision Section One, liability insurance (incl. Air Commons Subdivision Section One, liability insurance (including Directors and officers insurance) and such other insurance as it deems necessary or advisable necessary or advisable.
- (v) The Association may management, snow removal, security consuch other services as the Association advisable. The Association may contract for such se removal, security control, trash-removal, deems necessary such service ds and

such other insurance as it deem

- management, (v) The Association may contract for such service agement, snow removal, security control, trash-removal, and other services as the Association deems necessary or
- and shall be binding upon all persons or entities from time to any part thereof, and on all persons or entities from time to any part thereof, and on all persons or entities claiming under which time said coverants and restrictions shall be automatically prior to the commencement of any such extension period, by a vote it is agreed that said coverants and restrictions shall be automatically prior to the commencement of any such extension period, by a vote it is agreed that said coverants and restrictions shall terminate coverant and restrictions shall terminate coverant and restrictions shall affect any easement hereby beneficial use of such easement shall consent thereto. Any such and acknowledged by the lot owner or owners concurring therein, compliance with this paragraph and shall be recorded in the

THIS PLAT PREPARED BY: GARY L. PIERS REGISTERED LAND SURVEYOR NO 890010, STATE OF INDIANA

Saut trong

the the state of t

Estate (or title or into violation, declaratory relief, and the recovery of costs and attorneys fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or violation, declaratory relief, attorneys' fees incurred by entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall includ recovery of damages or other sums due for such violation, in junction relief against any such violation or threatened restrictions restrictions shall be grounds for an action by Developer, person or entity having any right, title or interest in the Estate (or any part thereof), or any person having any r (or any part thereof), or any person having any right, interest in a lot in the Subdivision and all persons or Violation or threatened violation of these by Developer, any persons or include Real

restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provide further, that nothing herein shall be construed to prevent the Metropolitan and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, conditions attached Committee. subdivision Development 17. The control ordinance, Metropolitan ission from enforcing any provisions of the ordinance, 58-A0-3, as amended, or any to approval of this plat by the Plat Development Commission, authority. ठ ह enforce

Se IN WITNESS WHEREOF, Real Estate, has hereunto the undersigned Developer, as caused 1993. its name S subscribed Te owner

of tongust

UR COMMONS

たいいしのと

of Indiana of Marion SS

Before me, and State, execution of the Decatur, Commons Corporation. ⊞e, the undersigned Notary Public in and for said County personally appeared Joseph W. Harrick as President of s, Inc., an Indiana Corporation, wh foregoing Record Plat for and on who acknowledged behalf of soid <u>o</u>

Witness my hand and Notarial Seal this de day of

County of Commission Expires: MESTIC

Residence: That Like भि); Notory Public

APPROVED THIS

ASCESSOR DRAFTSMALL

MELTON-PACKARD & ASSOCIATES

Indiana (317) 577-0069

DRAMING . 91612COV.DWG

R910 N. Shadeland