

FOREST CREEK - SECTION ONE COVENANTS

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7. Building Location. Front building lines are established as shown on this plat, between which lines and the right-of-way lines of the street no structure shall be erected or maintained. The additional requirement of D-2 Zoning Classification call for no building or structure to be erected or maintained closer to any side lot line of any lot than seven (7) feet, with each lot having an aggregate side yard requirement of nineteen (19) feet. Whenever a dimension is referred to in this item, it is strictly for convenience and information, and in no instance is to be or be construed as a plat covenant and/or restriction.

8. Residential Use Only. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.

9. Limitation on Time. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading.

10. Driveways. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as provided by the owner or its assigns. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.

11. Parking Limitations. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the

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We, the undersigned Steven R. Reilly, President of R & F Development, Inc, owner of the real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. This subdivision shall be known and designated as FOREST CREEK, SECTION ONE.

1. Dedication of Streets. All streets shown and not heretofore dedicated are hereby dedicated to the public.

2. Corner Lots. 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 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 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 intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

3. Drainage. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat as issued by said Department. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

4. Utility Easements. There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easements.) No permanent or other structure or obstruction shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the Utility Easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through, and over the Utility Easement.

5. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 1500 square feet of ground floor living area for a one-story structure or 1000 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 1800 square feet total living area and each dwelling shall have a two or three car attached garage.

6. Architectural Design. No building, fence, walls or other structure shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevations by the Architectural Control Committee. The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Committee. The Architectural Control Committee shall be composed initially of the Developer, and after completion of the development by a committee of three homeowners designated by the Developer for the term of one (1) year and serving thereafter until their successors are elected by a majority vote of homeowners within the development.

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COVENANTS

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10. Driveways. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as provided by the owner or its assigns. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.

11. Parking Limitations. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck school bus or other vehicle of any kind may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.

12. Sewers. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Indianapolis Department of Public Works.

13. Lot Maintenance. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.

14. Nuisances. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in approved containers which are not visible from the street, except on collection day.

15. Outbuildings. Outbuildings and their location must be approved by the Architectural Committee. Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built. Outbuildings not located on a permanent foundation shall not be permitted. Metal outbuildings shall not be permitted in any event.

16. Antennas. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.

17. Solar Technology. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.

18. Swimming Pools. Swimming pools must be placed behind the residence. Above ground pools must be fenced with solid board fence six (6) feet in height.

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19. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.

20. Fencing. Fencing shall be approved by the Architectural Control Committee. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition.

21. Mailboxes. The Architectural Control Committee shall require a standard mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.

22. Homeowners Association. Each lot owner will be required to join the Homeowners Association and shall be bound by the terms outlined in the Homeowners Association By-Laws.

23. Builders. All homes in the subdivision shall be built by custom builders approved by the Developer/Owner. No modular or concrete homes will be permitted in this subdivision.

24. Duration of covenants. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them January 1, 2009, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of these persons who are then the Owners of the majority of the numbered lots in the Development.

25. Severability. Every one of the restrictions is hereby declared to be 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 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 on the validity, enforceability or running quality of any other one of the restrictions.

26. Zoning. The additional requirements of zoning classification D-2 are also a part of the Covenants and Restrictions and are incorporated herein by reference.

27. Entranceways. Entrances to the subdivision which are known as Block A, B and D on the plat shall be maintained as outlined in the Homeowners Association By-Laws.

28. Park. The Park Area at the rear of the subdivision which is known as Block C on the plat will be a private park for use of the owners and their guests only. Any changes or alterations to the park must be approved by the Homeowners Association and the Architectural Control Committee. The park shall be maintained as outlined in the Homeowners Association By-Laws.

29. The Metropolitan Development Commission. The Metropolitan Development Commission, its successors or 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; provided further, that nothing herein can be constructed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 58-AO-3, as amended, or any other conditions attached to approval of this plat by the Plat Committee.

CROSS REFERENCE

NOLAN AND GIBSON CORPORATION

JOB NO. 10805

LAND SURVEYORS & ENGINEERS

1105 W. MAIN STREET • GREENFIELD, IN 48140 • (317) 488-4484

RONALD L. NOLAN
President

900012855

DAVID G. HOOK
Vice President

HAROLD GIBSON
Secretary

ACCEPTANCE FOR TRANSFER

CROSS REFERENCE

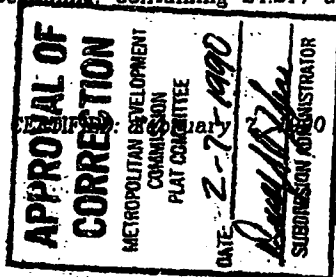


CERTIFICATE OF CORRECTION

I, the undersigned Registered Land Surveyor, do hereby certify that I prepared a plat of FOREST CREEK - SECTION ONE which appears on record as Instrument Number 90-0007551 in the office of the Recorder of Marion County, Indiana and that said plat contained an error in the legal Description. All corrections to the legal description have been underlined. The legal description should have read as follows:

A part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 all in Section 16, Township 15 North, Range 5 East in Marion County, Indiana; said parts being more particularly described as follows:

Commencing at a road nail marking the Northwest corner of said Section; thence North 89°28'38" East along the North line of said Section a distance of 1336.32 feet to the Northwest corner of the East 1/2 of said Northwest 1/4; thence South 00°58'04" East along the West line of said East 1/2 1/4 Section a distance of 2008.49 feet to the Southwest corner of a 20 acre tract of land described as an exception to "Parcel 2" in Instrument Number 88-32221 in the office of the Recorder of Marion County, Indiana and being the POINT OF BEGINNING of this description; thence North 89°28'38" East along the South boundary of said 20 acre tract of land and along the Easterly extension of said boundary and being parallel with the North line of said Section a distance of 1341.74 feet to the East line of said Northwest 1/4 Section; thence North 01° 07'20" West along the East line of said Northwest 1/4 Section a distance of 2.79 feet to the North line of the South 1/2 of the South 1/2 of said Northeast 1/4 Section; thence North 89°21'40" East along said North line a distance of 434.81 feet to the center of Grassy Creek (the next ten calls are along the center of said Creek); South 69°05'44" East a distance of 73.42 feet; South 76°27' 36" East a distance of 117.16 feet; South 77° 56' 37" East a distance of 72.72 feet; South 71° 49' 55" East a distance of 47.47 feet; South 29° 35' 27" East a distance of 70.85 feet; South 08° 52' 00" East a distance of 93.62 feet; South 05° 51' 00" West a distance of 214.65 feet; South 08° 43' 12" East a distance of 83.44 feet; South 06° 18' 31" East a distance of 53.91 feet; South 02° 41' 34" West a distance of 76.71 feet to the South line of said Northeast 1/4 Section; thence South 89° 21' 16" West along said South line a distance of 599.78' to a point that is 157.00 feet distant Easterly measured along said South line from a rebar marking the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section; thence North 52° 01' 35" West a distance of 236.68 feet; thence North 03° 41' 18" East a distance of 68.69 feet; thence North 59° 21' 41" West a distance of 80.32 feet; thence North 83° 26' 24" West a distance of 138.39 feet; thence South 88° 33' 58" West a distance of 98.79 feet; thence South 00° 34' 15" East a distance of 45.82 feet; thence South 89° 25' 46" West a distance of 232.77 feet; thence North 38° 23' 00" West a distance of 77.31 feet; thence South 89° 03' 16" West a distance of 743.61 feet to a point on the West line of the East 1/2 of the Northwest 1/4 of said Section 16 that is 417.67 feet distant Southerly measured along said West line from the point of beginning of this description; thence North 00°58'04" West along said West line a distance of 417.67 feet to the point of beginning. Containing 24.217 acres, more or less.



FILED

JAN 26 1989

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Ronald L. Nolan
RONALD L. NOLAN, Registered Land Surveyor, SO 439

APPROVED THIS 8th DAY OF February 1989
ASSASSOR GENERAL TO TREASURER

RECEIVED FOR RECORD
FEB - 8 AM 8:59
MARION COUNTY CLERK