

FOREST CREEK — SECTION TW COVENANTS

PAGE THREE OF THREE

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every lot in the development on which any part of
drainage ditch or swale is situated to keep such

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. No driveway or access to Lot
38 and Lot 39 shall be permitted from Bade Road.

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

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20. Fencing.
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21. Mailboxes
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22. Homeowners
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23. Buildings
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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 TWO.

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.

COVENANTS

PAGE THREE OF THREE

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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. No driveway or access to Lot 38 and Lot 39 shall be permitted from Bade Road.

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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J. R. [Signature]

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 standardized 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 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. Areas in the subdivision which are known as Block D on the plat shall be maintained as outlined in the Homeowners Association By-Laws.

28. Park. The Park Area at the rear of Forest Creek, Section One which is known as Block C on the plat of Section One will be a private park for use of the owners of Section One and Section Two 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 further, 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.

STATE OF INDIANA)
)SS: **900115036**
COUNTY OF HANCOCK)

IN WITNESS WHEREOF, Steven R. Reilly, President of R & F Development, Inc., owner has hereunto caused its and his name to be subscribed this 30th day of October, 1990.

R & F DEVELOPMENT, INC.
BY: Steven R. Reilly
 STEVEN R. REILLY, President

Before me, a Notary Public in and for said County and State personally appeared Steven R. Reilly, President, and who acknowledged the execution of the above foregoing instrument as his own voluntary act and deed.

My commission expires 2-8-91

NOTARY PUBLIC Harold G. Seal
PRINTED SIGNATURE HAROLD G. SEAL

VOID UNLESS RECORD
BEFORE 2-2-92

