

01-0021
DECLARATION OF COVENANTS AND RESTRICTIONS

Grassy Creek
Property Ownership
Section I

FILED

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24729
Audis Tolson
MARION COUNTY AUDITOR

CROSS REFERENCE

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MARION COUNTY REGISTER

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DECLARATION OF COVENANTS AND RESTRICTIONS OF
GRASSY CREEK PROPERTY OWNERSHIP

SECTION 1

THIS DECLARATION made this 15th day of August, 1989, by LAND INNOVATORS COMPANY, an Indiana Limited Partnership (Declarant) and RALPH B. SMITH and RAY B. SMITH.

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant and, Ralph B. Smith and Ray B. Smith, are the aggregate owners in fee simple title to certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as "Tract" or "Grassy Creek, Section 1").

B. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Additional Tract" means that real estate or any part of it described in Paragraph 19 of this Declaration.

(b) "Applicable Date" means the date determined pursuant to Paragraph 7 of this Declaration.

(c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws of the Corporation.

(e) "By-Laws" shall mean the By-Laws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation. A copy of the By-Laws is incorporated herein by reference.

(f) HOA Easements.

Refers specifically to Easements herein described which will or may appear on the Final Plat of Grassy Creek, Section I, as well as on the Final Plat of additional areas of Grassy Creek. Title to the realty on which such Easements are imposed will remain with the Lot owner on which such Easement appears with the right in the Declarant (so long as Declarant owns any Lots) the HOA, its designated representatives along with members of the Marion County Department of Public Works (in the case of the Lakes and the HOA Utility and Drainage Easements to have ingress and egress in and upon such Easements.

The easements aforesaid are now detailed with any rights stated inuring to the Declarant until the Applicable Date and thereafter to the HOA:

HOA - Utility and Drainage Easements (Storm Water)

These Easements exclude the Lakes, but specifically encompass the storm water system within Grassy Creek which in combination with all other Lakes, handle the surface water drainage of Grassy Creek.

The maintenance of the storm water system and the Easement areas serving such storm water system will become and be the responsibility of the HOA. Such maintenance responsibility shall exclude grass cutting which remains the responsibility of the Lot owner through which the Easement is located.

HOA - Landscape and Wall Easement

These Easements contemplate and grant, but do not require, the right to install double entrance walls plus mounding and of landscape plantings to be maintained by the HOA, including grass cutting and watering.

HOA - Island Easements

The Declarant shall reserve this Easement from the Dedication of Right of Way to the Department of Transportation of Marion County, City of Indianapolis, for a green area - landscape island which may include

lighting and a water sprinkling system to be maintained by the HOA. The HOA shall also be responsible for any utility expense for such water and/or lighting as a common expense.

HOA - Landscaping Easement

These Easements located on the German Church Road perimeter of Grassy Creek shall contain mounding and landscaping in compliance with a zoning commitment for Grassy Creek as now exist or may hereafter be modified. The HOA shall be responsible to maintain the integrity of such mounding and replace any dead landscaping caused by unhealthy plants, disease or the elements. The cutting of grass on the mounding, plus the watering of the grass and the plantings therein, shall be the responsibility of the Lot owner upon which such Easement is impressed. Lot owners shall not be entitled to place any additional plantings within this Easement without the written consent of the Architectural Review Board.

(g) Retention Lake(s) and Common Lake

There are ~~one or more separate~~^{Two} bodies of water within ~~this or other~~ Sections of the Grassy Creek Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on ^{Recorded} ~~plats~~ ^{all Three} presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake"). ^{Two} One such "Lake" also serves as a retention or drainage area and outlet for surface water from a section(s), presently platted or to be platted, of a subdivision to be known as Creekside Woods with lots of Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake, including the "Common Lake" by accepting a Deed to said Lot assume the responsibility of maintaining said Lake on an equal pro rata basis based on the total number of Lots that abut the Lake unless stated otherwise herein. This maintenance obligation shall commence when a given Lake is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 3 year

maintenance bond as called for under the Marion County Subdivision Ordinance. Said Lot owners shall have the right to use the Lake they abut for fishing so long as it is done solely from the Lot owners land bank. None of the owners herein described, relative to the Lake applicable to them, shall have the right to use such Lake for any other purpose including, but not limited, wading, boating, swimming or fishing from within the Lake.

The Corporation shall solely determine the timing and nature of the maintenance obligation of the Lot owners around Common Lake. The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the Common Lake with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Grassy Creek surround the Common Lake shall become a common expense of the Corporation and therefore a financial obligation of the Corporation. The rights to the use of Common Lakes shall not inure to the Corporation or its members (other than those who abut Common Lake) as a result of this provision.

(h) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement as detailed in Items 1(f) and 1(g), and all sums lawfully assessed against the Members of the Corporation.

(i) "Corporation" also known as HOA means Grassy Creek Homeowners Association, Inc., its successors and assigns, a not-for-profit corporation, whose members shall be the Owners of Lots, or appointees as provided in Paragraph 6 of this Declaration; such Corporation being more particularly described in Paragraph 6 of this Declaration.

(j) "Declarant" shall mean and refer to Land Innovators Company, an Indiana Limited Partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title

to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant

(k) "Dwelling Unit" means the living units located upon a Lot.

(l) "Lake". These Lakes, one of which is hereafter defined as Common Lake, separately and in the aggregate, are designed to handle the surface water drainage requirements of Grassy Creek and should not be construed as assuring that water will be in the Lakes at all times or that any particular level of water will be contained therein.

(m) "Lot" means any plot of ground designated as such upon the recorded Final Plat of Grassy Creek, Section 1 or upon the recorded Final Plat, if any, of the Additional Tract or any part thereof and upon which one (1) Dwelling Unit is constructed, is to be constructed or has existed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.

(n) "Member" means a member of the Corporation.

(o) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(p) "Grassy Creek, Section 1" means the name by which the Tract, as described in Paragraph A above, which is the subject of this Declaration, and shall be known.

(q) "Grassy Creek" means Grassy Creek, Section 1 and any additional area or section submitted to this Declaration by a Supplemental Declaration as provided herein.

(r) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

(s) "Tract" means the real estate described in Paragraph A above and such portions of the Additional Tract for which a Final Plat has been recorded in the Office of the Recorder of Marion County, Indiana, and which has been subjected to this Declaration by a Supplemental Declaration as provided herein.

2. Declaration. Declarant hereby expressly declares that the Tract shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of Grassy Creek, Section I. Grassy Creek, Section I consists of _____ Lots numbered _____ through _____, as designated on the Final Plat. The legal description for each Lot in Grassy Creek, Section I shall be as follows:

Lots 1 - 57 in Grassy Creek, Section I, a subdivision in Marion County, Indiana, as per plat thereof recorded _____, 19____ as Instrument Number _____, in the Office of the Recorder of Marion County, Indiana.

4. Common Area. There are no Common Areas in Grassy Creek.

5. Easement for Utilities and Public and Quasi-Public Vehicles. An easement is granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephone and electricity on the Tract; provided, however, nothing herein shall permit the installation of sewers, electric lines, water line or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Tract and to affix and maintain electrical and telephone wires, circuits and conduits on above, across and under the roofs and exterior walls of the Dwelling Units. In the event any utility furnishing service should request a specific easement by a separate recordable document, Declarant shall have the right to grant such easement on such Tract, without conflicting with the terms of this Paragraph. The easements granted herein shall in no way affect any other recorded easement on the Tract.

6. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and

unless he realizes upon his security, at which time he shall automatically become an Owner and a Member of the Corporation.

(b) Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date, which shall be the first to occur of:

1. the date upon which the written resignation of the Class B Members is delivered to the resident agent of the Corporation;
2. thirty (30) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or;
3. August 31, _____, 19 99.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, and administration of the HOA Easements and its duties relative to the Common Lake and to pay any other necessary expenses and costs in connection with these areas, and to perform such other functions as may be designated by it to perform under this Declaration.

7. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to

accordance with this Declaration to be, an Owner, including a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 7.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of the persons designated in the Articles, to-wit: John Whitlock, David Compton and Judy Seeley (hereinafter referred to as the "Initial Board") all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of this Declaration, the Articles or the By-Laws (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type or juridical acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the By-Laws or otherwise; provided, however, this right to vote granted to Declarant shall not extend to votes of Members (if a vote is required) on matters of Special Assessments, mortgaging HOA Easements, or merger/consolidation of the Corporation with another corporation. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of

other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

(c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

(d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph, one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one member of the Board of Directors shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (e) of this Paragraph. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for

the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

(e) Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement as required within the HOA Easements and the Common Lake, and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary, provided any such management agreement shall be for a term of three (3) years or less and shall provide that any such agreement may be terminated by either party upon ninety (90) days written notice to the other party. Other than the Initial Management under Paragraph 8 any decision thereafter to employ a professional property management agent shall require the prior consent of the Owners of at least sixty-seven percent (67%) of the vote and fifty-one percent (51%) of the vote of Mortgagees. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (i) protection and surveillance of the HOA Easements and Common Lake, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

- (ii) the duties delineated under HOA Easements (Item 1f) and Retention Lakes (Common Lake (Item 1(g)));
- (iii) assessment and collection from the Owners of each Owner's respective share of the Common Expenses;
- (iv) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (v) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (vi) keeping a current, accurate and detailed record of receipts and expenditures affecting the HOA Easements and Common Lake and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers (including current copies of the Declaration, Articles of Incorporation, By-Laws and Rules) shall be available for examination by an Owner, Mortgagee, insurer or guarantor of a first mortgage at any time during normal business hours;
- (vii) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
- (viii) paying any other necessary expenses and costs in connection with the HOA Easements and Common Lake; and
- (ix) to furnish, upon request of any Mortgagee, insurer or guarantor of first mortgage, an audited financial statement for the immediately preceding fiscal year.
- (g) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:
 - (i) to employ a Managing Agent to assist the Board in performing its duties;
 - (ii) to purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
 - (iii) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary

or desirable in connection with the business and affairs of the Corporation;

- (iv) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;
- (v) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom; and
- (vi) to open and maintain a bank account or accounts in the name of the Corporation.

(h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

- (i) contracts for replacing or restoring portions of the HOA Easements and Common Lake damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of

contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(l) Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent (if any), the treasurer of the Corporation, and such other

officers or directors of the Corporation that handle or are responsible for funds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to three (3) months aggregate assessments on all Dwelling Units) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

8. Initial Management. The Board of Directors has entered or will hereafter enter into a management agreement with Declarant or with a corporation or other entity affiliated with Declarant or designated by Declarant for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days' notice under which Declarant (or such other corporation or entity as appropriate) will provide supervision, management and maintenance of the HOA Easements and Common Lake, and in general perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of three (3) or less years or a new management agreement with different parties may be executed under similar terms and conditions. Any management agreement is or will be subject to termination by Declarant (or such other corporation or entity as appropriate) at any time prior to expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties and obligations. Notwithstanding anything to the contrary contained herein, so long as a management agreement between the Corporation and Declarant (or such other

corporation or entity as appropriate) is in effect, Declarant (or such other corporation or entity as appropriate) shall have and Declarant hereby reserves to itself (or such other corporation or entity as appropriate), the exclusive right to manage the HOA Easements and Common Lake and perform all the functions of the Corporation.

9. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Tract and Additional Tract or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Tract and Additional Tract or that part thereof that is assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Tract and Additional Tract or part thereof assessed as a whole, and shall pay his proportionate share of the real estate taxes assessed on the improvements on the Tract and Additional Tract or part thereof assessed as a whole based upon the ratio that the square footage of all improved Lots.

10. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

11. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the HOA Easements and ~~Common~~ Lake shall be furnished by the Corporation as detailed in Items 1(f) and 1(g), as a part of its duties, ~~and the cost thereof shall constitute a part of the Common Expenses.~~

Each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon in a good, clean and sanitary condition except as modified by Item 1(f) and/or Item 1(g).

Notwithstanding any obligation or duty of the corporation to repair or maintain aforesaid if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or

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replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's lot is subject.

If any Owner shall fail so to maintain and keep his property or any part thereof in a good, clean and sanitary condition, exclusive of dwelling maintenance, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property.

So long as the Tract is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work contemplated herein.

12. Architectural Control

(a) The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the By-Laws. Until the Applicable Date, the Architectural Review Board shall be the Initial Board of Directors. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, Dwelling Unit, change in the HOA - Landscaping Easement, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Board as may be delegated to them.

(e) Maintenance of Architectural Control. The Association may not waive or abandon the procedure for regulating and enforcing the architectural design of the Dwelling Units nor for maintaining the HOA Easements and Common Lake without the prior written approval of all Owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

13. Assessments

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared

and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then servicing the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption, and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget may include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement of the HOA Easements and Common Lake, which replacement reserve fund (if established) shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement within the HOA Easements and/or Common Lake shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

(c) Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in advance in quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter. Payment of these installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget, then:

- (i) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (ii) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Paragraph 16 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final

budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, and further provided that the Declarant shall not be any Owner's agent, attorney-in-fact or proxy in this vote pursuant to the third sentence of Paragraph 7 of this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

(e) Regular Assessments Prior to the Applicable Date. During the period that Dwelling Units are being constructed within the Tract or any Additional Tract, it is difficult to accurately allocate the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly, and notwithstanding any other provision contained in the Declaration, the Articles or the By-Laws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the

Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this subparagraph.

The Corporation will enter into a management agreement with Declarant (or a corporation or other entity designated by Declarant) (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance with the provisions of Paragraph 8 of this Declaration. So long as such management agreement (or similar agreement) remains in effect, the Common Expenses and Regular Assessments shall be paid by Owners to Management Agent. Declarant shall guarantee that until the earlier of (1) the termination of said management agreement or (2) 1 year after the date of execution, the quarterly Regular Assessment shall not exceed Fifty Dollars (\$ 50.00) (the "Guaranteed Charge"). After this date (assuming that said management agreement or similar agreement is still in effect) and so long thereafter as said management agreement (or similar agreement) remains in effect and Management Agent continues to perform such functions, Declarant guarantees that the quarterly Regular Assessment shall not exceed the amount of the Guaranteed Charge plus a maximum of a twenty percent (20%) increase in the Guaranteed Charge for each year. Such adjustments to the Guaranteed Charge (up to a twenty percent (20%) increase as determined by the Board) shall be made annually on January 1 of each year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such quarterly charge shall during such guaranteed period entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any deficit during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures would be covered through Special Assessments, or, if sufficient the replacement reserve fund, if any such fund exists.

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to any replacement reserve created shall be held by the initial Board and if required, applied to the replacement required in the HOA Easements and/or Common Lakes. To the extent that any such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date. Payment of Regular Assessment prior to the Applicable Date with respect to each Dwelling Unit (that is not owned by Declarant) shall commence on the date of conveyance by Declarant to such new owner. The first payment shall be payable on the date of conveyance prorated to the first day of the quarterly period next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each quarterly period thereafter during the period prior to the Applicable Date. DECLARANT SHALL ONLY BE RESPONSIBLE FOR REGULAR ASSESSMENT FOR LOTS OWNED BY DECLARANT FOR 25% OF THE REGULAR ASSESSMENT. PROVIDED, HOWEVER, SUCH PAYMENT BY DECLARANT FOR LOTS WITHIN A PARTICULAR FINAL PLAT SHALL NOT COMMENCE UNTIL THE FIRST LOT IN SUCH AREA SUBJECT TO SUCH FINAL PLAT IS CONVEYED BY DECLARANT TO A NEW OWNER.

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph 8 of this Declaration and to adhere to and abide by the same.

(f) Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expense or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the HOA Easements or Common Lake or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person the liability of such person shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise

provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment or Special Assessment when due the Board may in its discretion accelerate the entire balance of unpaid assessments the Owner and any occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment to the Corporation and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may at its option bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment whether by foreclosure or otherwise, the Board for and on behalf of the Corporation shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys fees) and interest from the date such assessments were due until paid at the rate equal to the prime interest rate then being charged by Indiana National Bank & Trust Company of Indianapolis to its largest and best corporate customer (or if said bank is no longer in existence then such rate charged by another National Bank in Marion County, Indiana selected by the Board of Directors). The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage.

(g) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot

relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

14. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual

right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 13 hereof.

(c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any charges against the HOA Easement and Common Lake which are in default and (2) to pay any overdue premiums on hazard insurance for the HOA Easement and Common Lake or to secure new hazard insurance for the HOA Easement and Common Lake on the lapse of a policy. Any Mortgagee making such payment shall be owed immediately reimbursement by the Corporation.

(d) Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of Grassy Creek. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

(e) Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

15. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Corporation's improvements within the HOA Easements and the Common Lake in an amount consonant with the full replacement value of these improvements. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible

for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner upon the terms and conditions hereinafter set forth.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation as provided in the By-Laws shall specifically include protection for any insurance proceeds so received.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums or for any other reason or shall not be substantially modified without at least ten (10) days prior written notice to Mortgagees and at least ten (10) days prior written notice to the Corporation.

Each Owner shall otherwise be solely responsible for loss or damage to his Dwelling Unit, the contents of his Dwelling Unit and Lot however caused and his personal property stored elsewhere on the Tract and the Corporation shall have no liability to the Owner for loss or damage to the Dwelling Unit, the contents of any Dwelling Unit or any personal property stored elsewhere on the Tract. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time but not less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be cancelled or substantially modified without at least ten (10) days written notice to the Corporation.

(c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained including, but not limited to, workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on

behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation.

(e) Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

16. Restoration of HOA Easement and Common Lake ("Improvements"). In the event of damage to or destruction of any of the Improvements herein titled due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the "Improvements", or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the "Improvements" so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the "Improvements" to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

17. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and HOA Easements shall be in addition to any other covenants or restrictions contained herein and in the Final Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to

the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.

(b) No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the HOA Easements or Common Lake which will result in a cancellation of insurance or increase in insurance on any part of the HOA Easements or Common Lake, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit, the HOA Easements or Common Lake or on any Lot. The Board of Directors determination as to what is a nuisance shall be conclusive.

(d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Board.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the HOA Easements or Common Lake, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an owner shall be fully liable for any injury or damage to persons or property, including the HOA Easements and Common Lake, caused by his pet. The Board may

adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Tract within ten (10) days after written notice from the Board to the respective Owner to do so.

(f) The HOA Easements and Common Lake shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Tract.

(h) No "for sale," "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Tract, any Lot or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Tract in connection with any unsold or unoccupied Lots and Dwelling Units.

(i) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the HOA Easements or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the HOA Easements. The HOA shall ~~not however~~ have the duty or authority to govern the recreational use of the Lakes and Common Lakes.

(j) No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks (larger than 3/4 ton), motorcycles, mini bikes, or mopeds shall be permitted, parked or stored anywhere within the Tract except as otherwise specifically permitted by the Board. No repair work shall be done on the Tract on any vehicles, including passenger automobiles.

(k) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the HOA Easements and Common Lake, except with express permission from the Board.

(l) The HOA Easements shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(m) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes.

(n) Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Tract (other than individual Dwelling Units and Lots owned by Persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. Declarant shall have the right to remove the same from the Tract at any time.

18. Amendment of Declaration.

(a) Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of Owners having in the aggregate at least a majority of the votes of all Owners.
- (iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.
- (v) Special Amendments. No amendment to this Declaration shall be adopted which changes (a) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of Paragraph 15 with respect to casualty insurance or fidelity bonds to be maintained by the Corporation, or (3) the provisions of Paragraph 16 of this Declaration with respect to reconstruction or repair of the HOA Easements and Common Area in the event of Fire or any other casualty or disaster, or (4) the provisions of Paragraph 12 of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of Paragraph 13 of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.
- (vi) Additional Special Amendments. No amendment to this Declaration shall be adopted which imposes a right to first refusal or similar restriction or which changes (1) the method of voting, or (2) reserves for and responsibility for maintenance, repair and replacement of the HOA Easements and Common Lake, or (3) right to use the HOA Easements and Common Lake, or (4) annexation of property to Grassy Creek (other than as provided in Paragraph 19), or (5) the leasing of Dwelling Units, or (6) termination of the applicability of this Declaration, or (7) any provisions which are for the express benefit of Mortgagees without the consent of at least ninety percent (90%) of the votes of the Owners for the first twenty (20) years after recording of this Declaration and thereafter at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

(vii) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

(viii) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

(b) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted

under this Paragraph shall terminate at such time as the Declarant no longer hold or controls title to any part or portion of the Tract.

(c) Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

19. Annexation of Additional Tract. In addition to Grassy Creek, Section I, Declarant is the owner of certain real estate described in the attached Exhibit B which is incorporated herein by reference and which is located contiguous to Grassy Creek, Section I.

At any time prior to August 31, 1999, Declarant, without the consent of the Owners, may, but is not obligated to, develop the Additional Tract or any part thereof (except as modified by zoning commitments filed relative to such additional tracts) and file one or more Supplemental Declarations and Final Plats for such Additional Tract or part thereof. Improvements (excluding Dwelling Units) within the area to be annexed must be substantially completed or bonded under the Marion County Subdivision Ordinance prior to annexation.

In the event the Additional Tract or any part of it is platted in a manner as herein stated, the Owners of such Lots in the Additional Tract or parts thereof, shall have the same rights and obligations as the Owners herein, and the Corporation shall have the same jurisdiction and authority over such Additional Tract or parts thereof as its authority and jurisdiction herein.

In the event Declarant decides not to develop or plat the Additional Tract or any part of it in a manner described, Declarant shall file a Declaration stating that the Additional Tract or any part thereof shall not be developed as contemplated herein; provided, however, any part of the Additional Tract for which a Supplemental Declaration has not been filed by SEPT. 1, 1999, shall be automatically removed from the possibility of having a common entity which provides for the maintenance, repair, replacement, administration and operation of such part of the

Additional Tract, unless such is established by the Owners in the Tract and those in the Additional Tract.

Regardless of the method of development of the Additional Tract and whether or not all or any part of the Additional Tract comes within the jurisdiction of the Corporation or subject to the Declaration, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the Additional Tract not coming within the jurisdiction of the Corporation or subject to the Declaration, the right and easement to enter upon and if necessary tie into the HOA Easements of Grassy Creek, Section I to either continue the landscape plan mandated by zoning commitments in the HOA - Landscaping Easements and/or the surface drainage requirements in aggregating the capacity in HOA - Utility and Drainage Easements.

The assessment which the Owner of each Lot in the Additional Tract or part thereof, if within the jurisdiction of the Corporation, shall be obligated to pay shall be equal to that paid by any Owner herein and shall commence on the date of conveyance of such Lot by Declarant. No assessment (Regular, Special or otherwise) on any Lot in the Additional Tract shall be due until such Lot has been conveyed by Declarant or the Dwelling Unit thereon is occupied for residential purposes.

20. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or

other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

21. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his misuse of the HOA Easements and/or Common Lake.

22. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

23. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the HOA Easements or Common Lake or by abandonment of his Lot.

24. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

25. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

26. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State personally appeared Ralph B. Smith, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Grassy Creek, Section I.

Witness my hand and Notary Seal this 15TH day of AUGUST, 1989.

My Commission Expires:
APRIL 6, 1990

Judy K. Seeley
Notary Public

JUDY K. SEELEY
(Printed)

County of Residence: MARION

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State personally appeared Ray B. Smith, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Grassy Creek, Section I.

Witness my hand and Notary Seal this 15TH day of AUGUST, 1989.

My Commission Expires:
APRIL 6, 1990

Judy K. Seeley
Notary Public

JUDY K. SEELEY
(Printed)

County of Residence: MARION

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This instrument was prepared by:
Raymond Good
Attorney at Law
SCHNORR, GOOD & OLVEY
144 N. Delaware Street
Indianapolis, Indiana 46204-2551
(317) 636-1100
L754/755-8/14/89

Legal Description
GRASSY CREEK SECTION I

A part of the Southeast Quarter of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana and being more particularly described as follows:

Beginning at the Southeast Corner of said Southeast Quarter;
thence North 00 degrees 00 minutes 00 seconds East along the East Line of said Southeast Quarter 427.51 feet;
thence North 90 degrees 00 minutes 00 seconds West 250.00 feet;
thence North 00 degrees 00 minutes 00 seconds East 600.00 feet;
thence South 90 degrees 00 minutes 00 seconds East 15.00 feet;
thence North 00 degrees 00 minutes 00 seconds East 112.62 feet;
thence North 90 degrees 00 minutes 00 seconds West 94.68 feet;
thence North 52 degrees 46 minutes 11 seconds West 185.49 feet;
thence North 37 degrees 13 minutes 49 seconds East 20.58 feet;
thence North 52 degrees 46 minutes 11 seconds West 234.80 feet;
thence North 35 degrees 00 minutes 00 seconds East 8.48 feet;
thence North 55 degrees 00 minutes 00 seconds West 403.88 feet;
thence South 38 degrees 00 minutes 56 seconds West 209.42 feet to a non-tangent curve from which the radius point bears North 38 degrees 00 minutes 56 seconds East;
thence Northwesterly along said curve an arc distance of 75.12 feet to a point from which the radius point bears North 44 degrees 50 minutes 52 seconds East, said curve having a radius of 630.00 feet;
thence South 44 degrees 50 minutes 52 seconds West 269.50 feet to the West Line of the Southeast Quarter of the Southeast Quarter of said Section 9;
thence South 00 degrees 02 minutes 46 seconds West along said West Line a distance of 893.70 feet;
thence North 89 degrees 52 minutes 50 seconds East 594.00 feet;
thence South 00 degrees 02 minutes 46 seconds West 440.00 feet to the South Line of the Southeast Quarter of said Section 9;
thence North 89 degrees 52 minutes 50 seconds East along said Southeast Quarter 744.30 feet to the POINT OF BEGINNING and containing 31.74 acres more or less.

EXHIBIT "A"

Part of the Southeast Quarter of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian, Warren Township, Marion County, Indiana and described as follows:

Beginning at the Southeast corner of said Southeast Quarter;
thence South 89 degrees 52 minutes 50 seconds West along the South line of said Southeast Quarter a distance of 744.30 feet to a point 594.00 feet East of the Southwest corner of the Southeast Quarter of said Southeast Quarter;
thence North 00 degrees 02 minutes 46 seconds East parallel with the West line of said quarter, quarter 440.00 feet;
thence South 89 degrees 52 minutes 50 seconds West parallel with the South line of said quarter, quarter 594.00 feet to the West line of said quarter, quarter;
thence North 00 degrees 02 minutes 46 seconds East along said West line 893.70 feet to the Northwest corner of said quarter, quarter and also being the South line of the North half of said Southeast Quarter;
thence South 89 degrees 57 minutes 16 seconds West along said South line 1337.23 feet to the Southwest corner of said North half;
thence North 00 degrees 05 minutes 32 seconds East along the West line of said North half 580.21 feet;
thence North 89 degrees 59 minutes 28 seconds East 24.75 feet;
thence North 00 degrees 05 minutes 32 seconds East 87.50 feet to the North line of the South half of the North half of said Southeast Quarter;
thence South 89 degrees 59 minutes 28 seconds West along said North line 2048.62 feet to the West line of said Southeast Quarter;
thence North 00 degrees 05 minutes 32 seconds East along said West line 500.00 feet;
thence South 89 degrees 58 minutes 19 seconds East parallel with the North line of said Southeast Quarter 600.00 feet;
thence South 00 degrees 05 minutes 32 seconds West 200.00 feet;
thence South 89 degrees 58 minutes 19 seconds East 400.00 feet;
thence South 00 degrees 05 minutes 32 seconds West 299.36 feet to the South line of the North half of said Southeast Quarter;
thence North 89 degrees 59 minutes 28 seconds East along said South line 673.37 feet;
thence North 30 degrees 58 minutes 21 seconds East 777.26 feet to the North line of said Southeast Quarter;
thence South 89 degrees 58 minutes 19 seconds East along said North line 600.00 feet to the Northeast corner of said Southeast Quarter;
thence South 00 degrees 00 minutes 00 seconds West along the East line of said Southeast Quarter 2663.96 feet to the point of beginning and containing 97.687 acres more or less.

EXCLUDING EXHIBIT A ATTACHED

EXHIBIT "B"

GRASSY CREEK

Part of the Southeast Quarter of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian, Warren Township, Marion County, Indiana and described as follows:

Beginning at the Southeast corner of said Southeast Quarter;
thence South 89 degrees 52 minutes 50 seconds West along the South line of said Southeast Quarter a distance of 744.30 feet to a point 594.00 feet East of the Southwest corner of the Southeast Quarter of said Southeast Quarter;
thence North 00 degrees 02 minutes 46 seconds East parallel with the West line of said quarter, quarter 440.00 feet;
thence South 89 degrees 52 minutes 50 seconds West parallel with the South line of said quarter, quarter 594.00 feet to the West line of said quarter, quarter;
thence North 00 degrees 02 minutes 46 seconds East along said West line 893.70 feet to the Northwest corner of said quarter, quarter and also being the South line of the North half of said Southeast Quarter;
thence South 89 degrees 57 minutes 16 seconds West along said South line 1337.23 feet to the Southwest corner of said North half;
thence North 00 degrees 05 minutes 32 seconds East along the West line of said North half 580.21 feet;
thence North 89 degrees 59 minutes 28 seconds East 24.75 feet;
thence North 00 degrees 05 minutes 32 seconds East 87.50 feet to the North line of the South half of the North half of said Southeast Quarter;
thence South 89 degrees 59 minutes 28 seconds West along said North line 24.75 feet to the West line of said Southeast Quarter;
thence North 00 degrees 05 minutes 32 seconds East along said West line 500.84 feet;
thence South 89 degrees 53 minutes 29 seconds East 600.00 feet;
thence South 00 degrees 06 minutes 30 seconds West 221.83 feet;
thence North 88 degrees 17 minutes 37 seconds East 402.96 feet;
thence South 08 degrees 28 minutes 00 seconds East 108.74 feet;
thence South 90 degrees 00 minutes 00 seconds East 107.00 feet;
thence South 17 degrees 28 minutes 00 seconds East 190.00 feet;
thence South 90 degrees 00 minutes 00 seconds East 366.18 feet;
thence North 81 degrees 11 minutes 53 seconds East 133.78 feet;
thence North 00 degrees 00 minutes 00 seconds East 222.54 feet;
thence South 90 degrees 00 minutes 00 seconds East 145.00 feet;
thence North 00 degrees 00 minutes 00 seconds East 130.00 feet;
thence North 51 degrees 22 minutes 14 seconds East 304.10 feet;
thence North 51 degrees 22 minutes 14 seconds East 73.17 feet;

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MARION COUNTY RECORDS



AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
GRASSY CREEK PROPERTY OWNERSHIP

The following are Amendments to the Declaration of Covenants and Restrictions of Grassy Creek Property Ownership dated August 15, 1989 and recorded on September 1, 1989 in the Office of the Recorder of Marion County, Indiana as Instrument No. 89-86321.

Land Innovators Company, an Indiana Limited Partnership, as declarant under said Declaration now makes the following amendments pursuant to the authority granted in Paragraph 18(b) of said Declaration to correct clerical or typographical errors and/or to clarify unintended ambiguities as follows:

1. Paragraph 1(g) shall read as follows:

Retention Lake and Common Lake

There are three bodies of water within the Grassy Creek Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on recorded plats as "Retention Lakes" (all three lakes may hereinafter be referred to as "Lakes" or as "Lake"). Two such "Lakes" also serve as a retention or drainage area and outlet for surface water from the Creekside Woods Subdivision, with lots of Grassy Creek and lots of Creekside Woods abutting these described "Lakes" (both common lakes may hereinafter be referred to as "Common Lakes" or as "Common Lake").

[All lot owners who abut a given "Lake", including the "Common Lakes", by accepting a deed to said lot assume the responsibility of maintaining said lake on an equal pro-rata basis based on the total number of lots that abut the lake unless stated otherwise herein. This maintenance obligation shall commence when a given lake is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the three year maintenance bond as called for under the Marion County Subdivision Ordinance. Said lot owners shall have the right to use the lake they abut for fishing so long as it is done solely from the bank of the lot owner's land. None of the owners herein described, relative to the lake applicable to them, shall have the right to use such lakes for any other purpose; including, but not limited to, wading, boating, swimming or fishing from within the lake.]

The Grassy Creek Homeowners Association, Inc. shall solely determine the timing and nature of the maintenance obligation of the lot owners around the Lakes. The allocation of cost for this lake maintenance obligation shall be on an equal pro-rata basis of the lot owners who abut and surround each Lake. The aggregate of the cost of maintaining the Common Lakes which is assigned to the lot owners in Creekside Woods shall become a financial obligation of the Creekside Woods Homeowners Association, Inc. The rights to the use of any Lake shall not inure to the Corporation or its members (other than those who abut a Lake) as a result of this provision.

2. Paragraph 1(1) shall be amended as follows:

"Lake". The Lakes, two of which are hereafter defined as Common Lakes, separately and in the aggregate, are designed to handle the surface water drainage requirements of Grassy Creek and Creekside Woods and should not be construed as insuring that water will be in the lakes at all times or that any particular level of water will be contained therein.

3. A new Paragraph 1(t) shall provide as follows:

"Creekside Woods" means the real estate platted as any of the sections of Creekside Woods, a subdivision in Marion County, Indiana.

4. Paragraph 3 of the Declaration shall be amended to provide as follows:

Description of Grassy Creek. Grassy Creek, Section I consists of 57 lots numbered 1 through 57, as designated on the recorded plat. The legal description for each lot in Grassy Creek, Section I shall be as follows:

Lot _____ in Grassy Creek, Section I, a subdivision in Marion County, Indiana, as per plat thereof recorded August 23, 1989, as Instrument No. 89-82009 in the Office of the Recorder of Marion County, Indiana.

Grassy Creek, Section II consists of 59 lots numbered 58 through 116, as designated on the recorded plat. The legal description for each lot in Grassy Creek, Section II shall be as follows:

Lot _____ in Grassy Creek, Section II, a subdivision in Marion County, Indiana, as per plat thereof recorded June 29, 1992, as Instrument No. 92-84582 in the Office of the Recorder of Marion County, Indiana.

Grassy Creek, Section III consists of 54 lots numbered 117 through 170, as designated on the recorded plat. The legal description for each lot in Grassy Creek, Section III shall be as follows:

Lot _____ in Grassy Creek, Section III, a subdivision in Marion County, Indiana, as per plat thereof recorded June 5, 1996, as Instrument No. 96-75225 in the Office

of the Recorder of Marion County, Indiana.

5. Paragraph 7(a) of the Declaration shall be revised to provide as follows:

(a) Management. The business and affairs of the corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is, or is deemed in accordance with this Declaration to be, an owner, including a person appointed by declarant as provided in subparagraph (b) of this Paragraph 7.

6. The first paragraph of Paragraph 11 of the Declaration shall provide as follows:

Maintenance, repairs, replacement and upkeep of the HOA Easements and Lakes shall be furnished by the corporation as detailed in Items 1(f) and 1(g), as a part of its duties.


7. Paragraph 17(i) of the Declaration shall be amended to provide as follows:

All owners and members of their families, their guests or invitees, and all occupants of any dwelling unit or other persons entitled to use the same and to use and enjoy the HOA Easements or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the HOA Easements. The HOA shall have the duty and authority to govern the recreational use of the Lakes and Commons Lakes.

IN WITNESS WHEREOF, the undersigned has caused these Amendments to Declaration to be executed this 4TH day of FEBRUARY, 1998.

LAND INNOVATORS COMPANY, an
Indiana Limited Partnership

By:


R.N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, who acknowledged the execution of the foregoing Amendments to the Declarations of Covenants and Restrictions of Grassy Creek on behalf of said limited partnership.

Witness my hand and Notarial Seal this 4th day of FEBRUARY, 1998.

Judy K. Kiemejer
Notary Public
JUDY K. KIEMEYER
Printed Name

My commission expires: APRIL 8, 1998

My county of residence: MARION

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220

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APPROVED THIS 9th
DAY OF APRIL 19 98
ASSESSOR OF WARREN TOWNSHIP
Christine Stewart DRAFTSMAN



The undersigned, LAND INNOVATORS COMPANY (the Contract Buyer and the "Developer") and Ralph B. Smith and Ray B. Smith the Contract Sellers, of the real estate shown and described in this plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as Grassy Creek I, consisting of Lots 1 thru 57 inclusive, an addition in Marion County, Indiana, containing 57 Lots.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions, are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS There are areas of ground on this plat marked "Utility Easements" and "Drainage Easements" (D & UE), either separately or in combination. The Utility Easements are 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, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services.

The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the subdivision for access to and for the installation, repair or removal of a drainage system, 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 owner 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 delineation of the Utility Easement and Drainage Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any 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 structures or fences 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 and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN 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 within 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 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.

3. DEDICATION OF STREETS The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance to medians if any, in any entranceways to the subdivision.

4. BUILDING LOCATION 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 front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of a lot than 5 feet, with each lot having an aggregate side yard requirement of 10 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced 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.

5. MINIMUM LIVING AREA No residence constructed on a lot herein shall have less than 1200 feet of finished and livable floor area in aggregate for a one story residence or less than 800 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 1200 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

6. TWO CAR GARAGES All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway.

8. TEMPORARY RESIDENCES PROHIBIT/LIMITATION ON VEHICLES No trailer, shack, tent, boat, basement, garage or 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 structures shall be promptly removed upon completion of construction of the building.

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 or school bus may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans, and pick-up trucks.

9. 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 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 garage, tool shed, storage building or any other 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. Detached garages, tool sheds or storage buildings may not be erected on any lot.

10. LIMITATIONS RE TRASH No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL No building, fence, walls, or other structure shall be erected, placed and 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 structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (Committee). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall be the proper concern of the Committee. The Committee will be composed of three (3) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned. Within thirty (30) days following SEPTEMBER 1, 1999, the Committee will notify all resident homeowners of a Committee meeting to be held within an additional thirty (30) days. At this meeting, resident homeowners will elect one new member to serve for a term of one (1) year, and one new member to serve for two (2) years. The remaining Committee member will serve for an additional one (1) year term and be elected out of the three (3) former members of the Committee, and will serve as President for his remaining year. The Committee will call a meeting with 30 day notification of resident property owners who will elect one (1) new committee member for a three (3) year term. The majority of the resident homeowners will elect the members of the Committee. The Committee will call yearly meetings thereafter for the election of a new member for his or her three (3) year term. 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 14 days from the date of submission, it shall be deemed that the Committee had approved the presented plan.

12. FENCE LIMITATION 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 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

13. SIGN LIMITATIONS 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) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

14. PERMITTED ANIMALS/NUISANCES No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

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

15. ENTRANCEWAYS - PRO RATA MAINTENANCE OBLIGATION. The areas designated on the plat at the entranceways to the entire subdivision known as Grassy Creek as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the titleowner of the lot upon which same exists, provided however, if the property owners within all of the sections of the subdivision create a homeowners organization to which at least thirty percent (30%) of the lot owners in the subdivision belong then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the homeowners organization. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in all of the sections of this subdivision.

Each lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

16. Retention Lake(s) - Use and Maintenance Obligation.

There are one or more separate bodies of water within this or other Sections of the Grassy Creek Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake"). One such "Lake" also serves as a retention or drainage area and outlet for surface water from a subdivision, presently platted or to be platted, of a subdivision to be known as Creekside Woods with lots of Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake, including the "Common Lake" by accepting a deed to said Lot assume the responsibility of maintaining said Lake on an equal pro rata basis based on the total number of lots that abut the Lake unless stated otherwise herein. This maintenance obligation shall commence when a given Lake is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 2 year maintenance bond as called for under the Marion County Subdivision Ordinance. Said Lot owners shall have the right to use the Lake they abut for fishing so long as it is done solely from the Lot owners land bank. None of the owners herein described, relative to the Lake applicable to them, shall have the right to use such Lake for any other purpose including, but not limited, to boating, swimming or fishing from within the Lake.

In the event a Homeowner's organization is created for the Grassy Creek Subdivisions which mandates membership therein such organization shall solely determine the timing and nature of the maintenance obligation on the Lot owners around Common Lake. The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the Common Lake with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Grassy Creek surround the Common Lake shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to the use of Common Lakes shall not inure to such organization or its members (other than those who abut Common Lake) as a result of this provision.

17. LIMITATION ON TIME TO BUILD Any party other than the Developer who secures title to a lot in this Subdivision agree to complete construction of any residence on or before one (1) year from the date such construction commences on said lot. Failure to honor this condition/restriction shall establish an Option to Purchase said lot and improvements thereon for cash at an appraised price as herein-after detailed exercisable by written notice from the Developer to the owners of said lot within sixty (60) days of the expiration of the aforesaid 1 year period.

The appraised price shall be agreed upon within ten (10) days of the lot owners receipt of the above written notice and if that is not possible the lot owner and the Developer agree to submit the question of appraised value to appraisement and be bound by same as follows:

- (a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.
- (b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.
- (c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

18. FUEL STORAGE TANKS LIMITATIONS All fuel storage tanks on any lot must be buried below the ground.

19. ANTENNA LIMITATIONS/SATELLITE DISHES PROHIBITED Exposed antennas shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak. No visible satellite receiver dishes or apparatus shall be allowed on any lot.

20. ABOVE GROUND POOLS PROHIBITED Only in-ground pools will be permitted.

21. TERMINATION OF COVENANTS These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to 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 20 years after date of recording hereof in the last 15 years thereof 70% of the lot owners may amend these covenants in whole or in part. After said 20 years 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 in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserve unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such amendment or 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.

21. ENFORCEMENT Violation or threatened violation of these covenants and 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 or entity 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, injunctive 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 not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

22. 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.

24. METROPOLITAN DEVELOPMENT COMMISSION The Metropolitan Development Commission, its successors and assigns, shall have no rights, 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 shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-20-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 15th day of AUGUST, 1989.

Ralph B. Smith
Ralph B. Smith

Ralph B. Smith
Ralph B. Smith

LAND INNOVATORS CO.
An Indiana Limited Partnership

By: R. M. Thompson

Printed Name R. M. Thompson

Title General Partner

920094582
6/26/92

PLAT COVENANTS AND RESTRICTIONS
(Unless Otherwise Noted)

The undersigned, LAND INNOVATORS COMPANY (the Contract Buyer and the "Developer") and Ralph B. Smith and Ray B. Smith the Contract Sellers, of the real estate shown and described in this plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as Grassy Creek 2, consisting of Lots 58 thru 116 inclusive, an addition in Marion County, Indiana, containing 59 Lots.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage Easements" and "Utility Easements" (D & UE), either separately or in combination. The Utility Easements are 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 Easements are hereby created and reserved: (i) for the use of Developer during the development of the subdivision for access to and for the installation, repair and removal of a drainage system, 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 owner 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 delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any 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 structures 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 and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any lot or parcel of land within the are of this plat to comply at all times within 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 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.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however, to a reservation of ingress-egress for the maintenance to medians, if any, in any entranceways to the subdivision.

4. BUILDING LOCATION. 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 front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced 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.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1600 square feet of finished and livable floor area in aggregate for a one story residence or less than 1600 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 800 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

6. TWO CAR GARAGES. All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway.

8. TEMPORARY RESIDENCES PROHIBIT/LIMITATION ON VEHICLES. No trailer, shack, tent, boat, basement, garage or 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 structures shall be promptly removed upon completion of construction of the building.

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 or school bus may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.

9. 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 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 garage, tool shed, storage building or any other 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. Detached garages, tool sheds or storage buildings may not be erected on any lot.

10. LIMITATIONS RE: TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvement located thereon are reviewed and regulated by The Architectural Review Board whose purposes, composition and procedures are set out in a Declaration of Covenants and Restrictions recorded in the Marion County Recorder's Office as Instrument No 89-86321 all terms and conditions of which are incorporated herein by reference.

12. FENCE LIMITATION. 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 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

13. SIGN LIMITATIONS. 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) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

14. PERMITTED ANIMALS/NUISANCES. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

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

15. ENTRANCEWAYS - PRO RATA MAINTENANCE OBLIGATION. The areas designated on the plat at the entranceways to the entire subdivision known as Creekside Woods I as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the title owner of the lot upon which same exists, provided however, if the property owners within all of the section of the subdivision create a homeowners organization to which at least thirty percent (30%) of the lot owners in the subdivision belong then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the homeowners organization. Whoever has the maintenance responsibility herein detailed shall have the right to contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in all of the section of this subdivision.

Each lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

16. RETENTION LAKE(S) - USE & MAINTENANCE OBLIGATION. There are one or more separate bodies of water within this or other Sections of the Creekside Woods Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake") one such "Lake" also serves as a retention or drainage area and outlet for surface water from several sections presently platted or to be platted, of a subdivision to be known as Grassy Creek with lots of said Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake", including the "Common Lake" by accepting a Deed to said lot assume the responsibility of maintaining said "Lake" on an equal pro rata basis based on the total number of Lots that abut the "Lake" unless stated otherwise herein. This maintenance obligation shall commence when a given "Lake" is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 3 year maintenance bond as called for under the Marion County Subdivision Ordinance. Said Lot owners shall have the right to use the "Lake" they abut for fishing so long as it is done solely from the Lot owners land bank. None of the owners herein described, relative to the lake applicable to them, shall have the right to use such "Lake" for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the "Lake".

In the event a Homeowner's organization is created for the Grassy Creek Subdivision which mandates membership therein such organization shall solely determine the timing and nature of the maintenance obligation of the Lot owners around "Common Lake". The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the "Common Lake" with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Grassy Creek surround "Common Lake" shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to the use of "Common Lakes" shall not inure to such organization or its members (other than those who abut "Common Lake") as a result of this provision.

17. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a lot in this Subdivision agree to complete construction of any residence on or before one (1) year from the date such construction commences on said lot. Failure to honor this condition/restriction shall establish an Option to Purchase said lot and improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Developer to the owners of said lot within sixty (60) days of the expiration of the aforesaid 1 year period.

The appraised price shall be agreed upon within ten (10) days of the lot owners receipt of the above written notice and if that is not possible the lot owner and Developer agree to submit the question of appraised value to appraisement and be bound by same as follows:

- (a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.
- (b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.
- (c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

18. FUEL STORAGE TANKS LIMITATIONS. All fuel storage tanks on any lot must be buried below the ground.

19. ANTENNA LIMITATIONS/SATELLITE DISHES PROHIBITED. Exposed antennas shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak. No viable satellite receiver dishes or apparatus shall be allowed on any lot.

20. ABOVE GROUND POOLS PROHIBITED. Only in-ground pools will be permitted.

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21. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under the, until twenty (20) years after date of recording hereof, in the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants in whole or in part. After said twenty (20) years 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 in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all person entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledge 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.

22. ENFORCEMENT. Violation or threatened violation of these covenants and 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 or entity having any right, title or interest in a lot in the Subdivision and all person 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, injunctive 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 not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

23. 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.

24. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors 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; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-8, as amended, or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate has hereunto caused its name to be subscribed this 26TH day of JUNE, 1992.



 Ralph B. Smith

LAND INNOVATORS COMPANY
 an Indiana Limited Partnership



 Ray B. Smith

By: 

Printed Name R. N. Thompson

Title General Partner

SE

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared R. N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, and acknowledged the execution of this instrument as his voluntary act and deed as such General Partner on behalf of such Limited Partnership for the uses and purposes hereinabove set forth.

WITNESS my hand and Notarial Seal this 26th day of JUNE, 1992.

Judy K. Kiemeyer
Notary Public

My Commission Expires:

April 8, 1994

Judy K. Kiemeyer
Printed

County of Residence Marion



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Ralph B. Smith, who acknowledged the execution of this instrument.

WITNESS my hand and Notary Seal this 26th day of JUNE, 1992.

Judy K. Kiemeyer
Notary Public

My Commission Expires:

APRIL 8, 1994

JUDY K. KIEMEYER
(Printed)

County of Residence: MARION



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Ray B. Smith, who acknowledged the execution of this instrument.

WITNESS my hand and Notary Seal this 26th day of JUNE, 1992.

Judy K. Kiemeyer
Notary Public

My Commission Expires:

APRIL 8, 1994

JUDY K. KIEMEYER
(Printed)

County of Residence: MARION

This Instrument Prepared by:
Raymond Good, #7201-49
SCHNORR, GOOD & SCAHILL
144 N. Delaware Street
Indianapolis, IN 46204-2551
317/264-3636
#1-Platcove\Grassy Cr.2



MARTHA A. WOMACKS
MARION COUNTY AUDITOR

334648 JUL 28 8

DAILY RECORDED INFORMATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

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**AMENDMENT TO THE PLAT COVENANTS
GRASSY CREEK, SECTION I**

This Amendment to the Plat Covenants for the Grassy Creek, Section I is made this 12 day of July, 2000 by the Grassy Creek Homeowners Association, Inc., on behalf of the Owners of Grassy Creek, Section I, pursuant to Paragraph 21 of the Plat Covenants.

WHEREAS, the Plat and Plat Covenants for the Grassy Creek, Section I were recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 890082009 and

WHEREAS, there are 57 lots in Grassy Creek, Section I and a vote of the Owners on May 3, 2000 to amend Paragraph 9 of the Plat Covenants resulted in 41 affirmative votes and 16 negative votes;

NOW, THEREFORE, the Plat Covenants for the Grassy Creek, Section I are amended as follows:

ARTICLE I

The last sentence of Paragraph 9, which reads "Detached garages, tool sheds or storage buildings may not be erected on any lot" shall be deleted and the following language inserted:

Notwithstanding any provision to the contrary in the Declaration or in these Plat Covenants, Lot owners may install a Mini-Barn on their property in conformity with the Grassy Creek Design Guidelines and only with the advance approval of the Grassy Creek Architectural Review Board. Detached garages shall not be permitted, and any Mini-Barn not in conformity with the Design Guidelines or not having been approved in advance of installation may be required to be removed at the Owner's expense. Further, any approved Mini-Barn must be maintained in good condition and appearance, and shall be subject to the requirements of Paragraph 11 of the Declaration.

**ARTICLE I
OTHER PROVISIONS NOT AFFECTED**

Except as specifically provided in this Amendment to the Plat Covenants for the Grassy Creek, Section I, all other provisions of the Plat Covenants recorded as Instrument No. 920084582 in the Office of the Recorder of Marion County, Indiana shall remain in force and not be affected by this Amendment.

Amendment to the Plat Covenants
Grassy Creek, Section I

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Grassy Creek Homeowners Association, Inc., have hereunto caused this Amendment to be executed this 12 day of July, 2000.

THE GRASSY CREEK HOMEOWNERS
ASSOCIATION, INC.

By: Frank Brown
Frank Brown, President

Attest:

Phil Bowling
Phil Bowling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank Brown and Phil Bowling, the duly elected President and Secretary of the Grassy Creek Homeowners Association, Inc., and acknowledged the execution of this Amendment to the Plat Covenants this 12 day of July, 2000.

Jeffrey L. Poice
Notary Public
JEFFREY L. POICE
Printed Name

My commission expires: 9/20/00

My county of residence: Marion

4

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 1901
Broad Ripple Avenue, Indianapolis, Indiana 46220

July 11, 2000

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

334647 JUL 28 8

DULY ENTERED FOR RECORDED
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

2

**AMENDMENT TO THE PLAT COVENANTS
GRASSY CREEK, SECTION II**

This Amendment to the Plat Covenants for the Grassy Creek, Section II is made this 12 day of July, 2000 by the Grassy Creek Homeowners Association, Inc., on behalf of the Owners of Grassy Creek, Section II, pursuant to Paragraph 21 of the Plat Covenants.

WHEREAS, the Plat and Plat Covenants for the Grassy Creek, Section II were recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 920084582; and

WHEREAS, there are 59 lots in Grassy Creek, Section II and a vote of the Owners on May 3, 2000 to amend Paragraph 9 of the Plat Covenants resulted in 45 affirmative votes and 14 negative votes;

NOW, THEREFORE, the Plat Covenants for the Grassy Creek, Section II are amended as follows:

ARTICLE I

The last sentence of Paragraph 9, which reads "Detached garages, tool sheds or storage buildings may not be erected on any lot" shall be deleted and the following language inserted:

Notwithstanding any provision to the contrary in the Declaration or in these Plat Covenants, Lot owners may install a Mini-Barn on their property in conformity with the Grassy Creek Design Guidelines and only with the advance approval of the Grassy Creek Architectural Review Board. Detached garages shall not be permitted, and any Mini-Barn not in conformity with the Design Guidelines or not having been approved in advance of installation may be required to be removed at the Owner's expense. Further, any approved Mini-Barn must be maintained in good condition and appearance, and shall be subject to the requirements of Paragraph 11 of the Declaration.

**ARTICLE II
OTHER PROVISIONS NOT AFFECTED**

Except as specifically provided in this Amendment to the Plat Covenants for the Grassy Creek, Section II, all other provisions of the Plat Covenants recorded as Instrument No. 920084582 in the Office of the Recorder of Marion County, Indiana shall remain in force and not be affected by this Amendment.

Amendment to the Plat Covenants
Grassy Creek, Section II

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Grassy Creek Homeowners Association, Inc., have hereunto caused this Amendment to be executed this 10th day of July, 2000.

THE GRASSY CREEK HOMEOWNERS
ASSOCIATION, INC.

By: Frank Brown
Frank Brown, President

Attest:

Phil Bowling
Phil Bowling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank Brown and Phil Bowling, the duly elected President and Secretary of the Grassy Creek Homeowners Association, Inc., and acknowledged the execution of this Amendment to the Plat Covenants this 10th day of July, 2000.

Jeffrey L. Price
Notary Public
JEFFREY L. PRICE
Printed Name

My commission expires: 9/20/00

My county of residence: Marion

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 1901
Broad Ripple Avenue, Indianapolis, Indiana 46220

July 11, 2000

PLAT COVENANTS AND RESTRICTIONS
GRASSY CREEK, SECTION III

The undersigned, LAND INNOVATORS COMPANY (the Contract Buyer and the "Developer") and Ralph B. Smith and Ray B. Smith (the Contract Sellers), of the real estate shown and described in this Plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with the Plat. This Subdivision shall be known and designated as Grassy Creek Section III, consisting of Lots 117 thru 170 Inclusive, an addition in Marion County, Indiana, containing 54 Lots.

NOTICE: Prior to application for an Improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Grassy Creek Architectural Control Committee as defined herein. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of The Grassy Creek Design Guidelines.

In order to provide adequate protection to all present and future Owners of Lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage Easements" and "Utility Easements" (D & U E), either separately or in combination. The Utility Easements are hereby created and reserved for the use of all 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 Easements are hereby created and reserved: (I) for the use of Developer during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system, 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 systems; provided, however, that the owner 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 delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any 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 structures 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 and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. 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 within 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 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.

Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance to medians, if any, in any entranceways to the subdivision.

4. BUILDING LOCATION. 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 front or rear lot line (as the case may be) of said Lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced 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.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1600 feet of finished and livable floor area in aggregate for a one story residence or less than 1600 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 800 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

6. TWO CAR GARAGES. All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a Lot other than the existing driveway.

8. LIMITATION ON VEHICLES. No Inoperative or unlicensed vehicle shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration of Covenants or by the Board of Directors, be parked on a private driveway or on the public street, and

b. A camper, trailer, mobile home, or boat may be stored in an enclosed attached garage of average residential proportions.

9. TEMPORARY RESIDENCES PROHIBITED. No trailer, shack, tent, boat, basement, garage or 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 structures shall be promptly removed upon completion of construction of the building.

10. 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 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 garage, tool shed, storage building or any other 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. Detached garages, tool sheds or storage buildings may not be erected on any Lot.

11. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

12. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement, including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios and permanent structures for sports and recreation, shall be erected, placed and altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural and Environmental Control Committee (Committee), regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

(a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:

(1) The day after the Developer transfers title to the last Lot of Grassy Creek, Section III and any other Sections of Grassy Creek which may be platted, or

(2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. The Developer may elect to transfer authority over improvements to existing homes to a Committee of Homeowners, while retaining Architectural Control authority over new home construction and design. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Grassy Creek Homeowners Association, Inc., shall appoint three or more Lot Owners, to serve on the Grassy Creek Architectural and Environmental Control Committee.

(d) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee and the application meets the current Design Guidelines, it shall be deemed that the Committee has approved the presented plan.

(e) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and may also recover damages, reasonable attorney fees, and costs.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

13. FENCE LIMITATION. 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 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

14. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot without the specific approval of the Board, except that:

(a) Owners may display, on their Lot, one sign of not more than forty five inches in height and 36 inches in width for the purpose of advertising the property for sale or rent, and

(b) The Developer and Builders may use larger signs during the sale and development of this subdivision.

15. PERMITTED ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision, shall be confined to the owner's premises, and shall not be permitted to create a nuisance. In addition, the Association shall have the authority and right to establish rules and limitations upon the number of domestic animals kept or maintained on any lot and restrictions upon nuisances created or contributed to by any such animals.

16. NUISANCES. No noxious or offensive activity or trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to other Owners. Included within this restriction upon nuisances are excessive or obnoxious noise, odor, light or appearance.

17. LANDSCAPE EASEMENTS - PRO RATA MAINTENANCE OBLIGATION. If, for any reason, the Grassy Creek Homeowners Association would cease to exist or cease to function, the areas designated on the plat landscaped easements or landscape and utility easements shall be maintained by the title owner of the Lot upon which same exists. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended, from each Lot owner on an equal proratable basis for all Lots in all of the sections of this Subdivision. Each Lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

18. RETENTION LAKE(S) - USE AND MAINTENANCE OBLIGATION. There are one or more separate bodies of water within this or other Sections of the Grassy Creek Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake"). One such "Lake" also serves as a retention or drainage area and outlet for surface water from several sections presently platted or to be platted, of Creekside Woods Subdivision, with lots of Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake", including the "Common Lake" by accepting a Deed to said Lot assume the responsibility of maintaining said "Lake" on an equal pro rata basis based on the total number of Lots that abut the "Lake" unless stated otherwise herein. This maintenance obligation shall commence when a given "Lake" is accepted and/or approved by the Department of Public Works of Marlon County and with the termination of the 3 year maintenance bond as called for under the Marlon County Subdivision Ordinance. Said Lot owners shall have the right to use the "Lake" they abut for fishing so long as it is done solely from the Lot owner's land bank. None of the owners herein described, relative to the Lake applicable to them, shall have the right to use such "Lake" for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the "Lake".

The Grassy Creek Homeowners Association shall solely determine the timing and nature of the maintenance obligation of the Lot owners around "Common Lake". The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the "Common Lake" with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Creekside Woods surround the "Common Lake" shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to the use of "Common Lakes" shall not inure to such organization or its members (other than those who abut "Common Lake") as a result of this provision.

19. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of any residence on or before one (1) year from the date construction commences on said Lot. Failure to honor this condition/restriction shall establish an Option to Purchase said Lot and Improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Developer to the owners of said Lot within sixty (60) days of the expiration of the aforesaid 1 year period.

The appraised price shall be agreed upon within ten (10) days of the Lot owner's receipt of the above written notice and if that is not possible the Lot owner and the Developer agree to submit the question of appraised value to appraisement and be bound by same as follows:

(a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.

(b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.

(c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

20. MISCELLANEOUS PROVISIONS.

a. Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.

b. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

c. No satellite receiving dish greater than 24" in diameter shall be erected or installed on any Lot, and satellite dishes of 24" in diameter or less still require the prior approval of the Committee.

d. Exposed antennae shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak.

e. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

21. SWIMMING POOLS, HOT TUBS AND OTHER DETACHED STRUCTURES. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee. Minibarns and other detached storage buildings, including enclosures for approved swimming pools, hot tubs or spas, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction.

22. SODDING OF YARDS. The general contractor who is building a residence on any Lot is put on notice of the obligation to sod the front yard of each residence, to be completed on or before the transfer of title of said Lot to the first occupant of such residence. Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly responsible for meeting this requirement.

23. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and yard on their lot. This duty shall include keeping the landscaping and grass in good condition, attractive, and properly trimmed and to keep the lot free from weeds, dead trees and trash and in otherwise neat and attractive appearance. This duty shall also include the proper maintenance of the exterior of the house and any additional structures. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided in the Declaration.

24. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to 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 the date of recording hereof. After said 20 years, these 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 in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

Lot owners may amend these covenants in whole or in part by an affirmative vote of 70% of the Lot Owners. If Developer owns any Lots in any section of this Subdivision, no amendment to these covenants may be made without Developer's approval and consent. Any such amendment or 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.

25. ENFORCEMENT. Violation or threatened violation of these covenants and 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 or entity 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, injunctive 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 not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

26. 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.

27. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors 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; provided 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.

28. DECLARATION. A Declaration of Covenants and Restrictions of Grassy Creek and establishing the rights and obligations of the Grassy Creek Homeowners Association, Inc. (Declaration) was recorded on September 1, 1989 in the office of the Recorder of Marion County, Indiana as Instrument No. 89-8632. Every Owner of a Lot in Grassy Creek will automatically be and become a member of the Grassy Creek Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail, except as to Architectural Design and Environmental Control and as to satellite dishes, for which these plat covenants shall prevail.

In the event that the Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including maintenance, taxes, insurance, legal, accounting, and management fees and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and three fourths percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in collection.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate has hereunto caused its name to be subscribed this 24TH day of MAY, 1996.

LAND INNOVATORS CO.
An Indiana Limited Partnership

By: R N Thompson
R.N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, and acknowledged the execution of this instrument as his voluntary act and deed as such General Partner on behalf of such Limited Partnership for the uses and purposes hereinabove set forth.

Witness my hand and Notarial Seal this 24TH day of MAY, 1996.

Judy K. Kiemeier
Notary Public
JUDY K. KIEMEYER
Printed



My Commission Expires: APRIL 6, 1998

My County of Residence: MARION

This instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

DEPT OF PUBLIC WORKS
ASSESSOR OF WARREN TOWNSHIP
Robert Tifford DRAFTSMAN

(2)

MARTHA A. WOMACKS
MAGISTRATE

361060 MAR-25

NOT
RECORDED
ACCEPTANCE
TRANSFER

**AMENDMENT TO THE PLAT COVENANTS
GRASSY CREEK, SECTION III**

This Amendment to the Plat Covenants for the Grassy Creek, Section III is made by the Grassy Creek Homeowners Association, Inc., on behalf of the Owners of Grassy Creek, Section III, pursuant to Paragraph 24 of the Plat Covenants.

WHEREAS, the Plat and Plat Covenants for the Grassy Creek, Section III were recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 9600075225 and

WHEREAS, there are 54 lots in Grassy Creek, Section III and a vote of the Owners to amend Paragraph 10 of the Plat Covenants resulted in 41 affirmative votes;

NOW, THEREFORE, the Plat Covenants for Grassy Creek, Section III are amended as follows:

ARTICLE I

The last sentence of Paragraph 10, which reads "Detached garages, tool sheds or storage buildings may not be erected on any lot" shall be deleted and the following language inserted:

Notwithstanding any provision to the contrary in the Declaration or in these Plat Covenants, Lot owners may install a Mini-Barn on their property in conformity with the Grassy Creek Design Guidelines and only with the advance approval of the Grassy Creek Architectural Review Board. Detached garages shall not be permitted, and any Mini-Barn not in conformity with the Design Guidelines or not having been approved in advance of installation may be required to be removed at the Owner's expense. Further, any approved Mini-Barn must be maintained in good condition and appearance, and shall be subject to the requirements of Paragraph 11 of the Declaration.

**ARTICLE II
OTHER PROVISIONS NOT AFFECTED**

Except as specifically provided in this Amendment to the Plat Covenants for the Grassy Creek, Section III, all other provisions of the Plat Covenants recorded as Instrument No. 9600075225 in the Office of the Recorder of Marion County, Indiana shall remain in force and not be affected by this Amendment.

Amendment to the Plat Covenants
Grassy Creek, Section III

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Grassy Creek Homeowners Association, Inc., have hereunto caused this Amendment to be executed this 3 day of Feb, 2001.

THE GRASSY CREEK HOMEOWNERS
ASSOCIATION, INC.

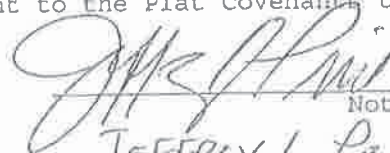
By: 
Frank W. Brown, President

Attest:


Phil Bowling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank W. Brown and Phil Bowling, the duly elected President and Secretary of the Grassy Creek Homeowners Association, Inc., and acknowledged the execution of this Amendment to the Plat Covenants this 13th day of Feb, 2001.


Notary Public
JEFFREY L. PRICE
Printed Name

My commission expires: 9/20/08

My county of residence: MARION

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 5875
Castle Creek Parkway, #285, Indianapolis, Indiana 46250

January 22, 2001

920084582
6/26/92

PLAT COVENANTS AND RESTRICTIONS
(Unless Otherwise Noted)

The undersigned, LAND INNOVATORS COMPANY (the Contract Buyer and the "Developer") and Ralph B. Smith and Ray B. Smith the Contract Sellers, of the real estate shown and described in this plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as Grassy Creek 2, consisting of Lots 58 thru 116 inclusive, an addition in Marion County, Indiana, containing 59 Lots.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage Easements" and "Utility Easements" (D & UE), either separately or in combination. The Utility Easements are 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 Easements are hereby created and reserved: (i) for the use of Developer during the development of the subdivision for access to and for the installation, repair and removal of a drainage system, 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 owner 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 delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any 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 structures 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 and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any lot or parcel of land within the are of this plat to comply at all times within 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 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.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however, to a reservation of ingress-egress for the maintenance to medians, if any, in any entranceways to the subdivision.

4. BUILDING LOCATION. 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 front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced 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.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1600 square feet of finished and livable floor area in aggregate for a one story residence or less than 1600 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 800 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

6. TWO CAR GARAGES. All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway.

8. TEMPORARY RESIDENCES PROHIBIT/LIMITATION ON VEHICLES. No trailer, shack, tent, boat, basement, garage or 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 structures shall be promptly removed upon completion of construction of the building.

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 or school bus may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.

9. 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 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 garage, tool shed, storage building or any other 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. Detached garages, tool sheds or storage buildings may not be erected on any lot.

10. LIMITATIONS RE: TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvement located thereon are reviewed and regulated by The Architectural Review Board whose purposes, composition and procedures are set out in a Declaration of Covenants and Restrictions recorded in the Marion County Recorder's Office as Instrument No 89-86321 all terms and conditions of which are incorporated herein by reference.

12. FENCE LIMITATION. 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 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

13. SIGN LIMITATIONS. 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) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

14. PERMITTED ANIMALS/NUISANCES. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

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

15. ENTRANCEWAYS - PRO RATA MAINTENANCE OBLIGATION. The areas designated on the plat at the entranceways to the entire subdivision known as Creekside Woods I as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the title owner of the lot upon which same exists, provided however, if the property owners within all of the section of the subdivision create a homeowners organization to which at least thirty percent (30%) of the lot owners in the subdivision belong then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the homeowners organization. Whoever has the maintenance responsibility herein detailed shall have the right to contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in all of the section of this subdivision.

Each lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

16. RETENTION LAKE(S) - USE & MAINTENANCE OBLIGATION. There are one or more separate bodies of water within this or other Sections of the Creekside Woods Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake") one such "Lake" also serves as a retention or drainage area and outlet for surface water from several sections presently platted or to be platted, of a subdivision to be known as Grassy Creek with lots of said Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake", including the "Common Lake" by accepting a Deed to said lot assume the responsibility of maintaining said "Lake" on an equal pro rata basis based on the total number of Lots that abut the "Lake" unless stated otherwise herein. This maintenance obligation shall commence when a given "Lake" is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 3 year maintenance bond as called for under the Marion County Subdivision Ordinance. Said Lot owners shall have the right to use the "Lake" they abut for fishing so long as it is done solely from the Lot owners land bank. None of the owners herein described, relative to the lake applicable to them, shall have the right to use such "Lake" for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the "Lake".

In the event a Homeowner's organization is created for the Grassy Creek Subdivision which mandates membership therein such organization shall solely determine the timing and nature of the maintenance obligation of the Lot owners around "Common Lake". The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the "Common Lake" with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Grassy Creek surround "Common Lake" shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to the use of "Common Lakes" shall not inure to such organization or its members (other than those who abut "Common Lake") as a result of this provision.

17. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a lot in this Subdivision agree to complete construction of any residence on or before one (1) year from the date such construction commences on said lot. Failure to honor this condition/restriction shall establish an Option to Purchase said lot and improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Developer to the owners of said lot within sixty (60) days of the expiration of the aforesaid 1 year period.

The appraised price shall be agreed upon within ten (10) days of the lot owners receipt of the above written notice and if that is not possible the lot owner and Developer agree to submit the question of appraised value to appraisement and be bound by same as follows:

- (a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.
- (b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.
- (c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

18. FUEL STORAGE TANKS LIMITATIONS. All fuel storage tanks on any lot must be buried below the ground.

19. ANTENNA LIMITATIONS/SATELLITE DISHES PROHIBITED. Exposed antennas shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak. No viable satellite receiver dishes or apparatus shall be allowed on any lot.

20. ABOVE GROUND POOLS PROHIBITED. Only in-ground pools will be permitted.

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21. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under the, until twenty (20) years after date of recording hereof, in the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants in whole or in part. After said twenty (20) years 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 in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all person entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledge 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.

22. ENFORCEMENT. Violation or threatened violation of these covenants and 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 or entity having any right, title or interest in a lot in the Subdivision and all person 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, injunctive 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 not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

23. 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.

24. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors 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; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate has hereunto caused its name to be subscribed this 26th day of JUNE, 1992.

Ralph B. Smith
Ralph B. Smith

LAND INNOVATORS COMPANY
an Indiana Limited Partnership

Ray B. Smith
Ray B. Smith

By: RN Thompson

Printed Name R. N. Thompson

Title General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared R. N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, and acknowledged the execution of this instrument as his voluntary act and deed as such General Partner on behalf of such Limited Partnership for the uses and purposes hereinabove set forth.

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

334548 JUL 23 2

RECORDED FOR TRANSFER
SUBJECT TO FINAL REVIEW

**AMENDMENT TO THE PLAT COVENANTS
GRASSY CREEK, SECTION I**

This Amendment to the Plat Covenants for the Grassy Creek, Section I is made this 12 day of July, 2000 by the Grassy Creek Homeowners Association, Inc., on behalf of the Owners of Grassy Creek, Section I, pursuant to Paragraph 21 of the Plat Covenants.

WHEREAS, the Plat and Plat Covenants for the Grassy Creek, Section I were recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 890082009 and

WHEREAS, there are 57 lots in Grassy Creek, Section I and a vote of the Owners on May 3, 2000 to amend Paragraph 9 of the Plat Covenants resulted in 41 affirmative votes and 16 negative votes;

NOW, THEREFORE, the Plat Covenants for the Grassy Creek, Section I are amended as follows:

ARTICLE I

The last sentence of Paragraph 9, which reads "Detached garages, tool sheds or storage buildings may not be erected on any lot" shall be deleted and the following language inserted:

Notwithstanding any provision to the contrary in the Declaration or in these Plat Covenants, Lot owners may install a Mini-Barn on their property in conformity with the Grassy Creek Design Guidelines and only with the advance approval of the Grassy Creek Architectural Review Board. Detached garages shall not be permitted, and any Mini-Barn not in conformity with the Design Guidelines or not having been approved in advance of installation may be required to be removed at the Owner's expense. Further, any approved Mini-Barn must be maintained in good condition and appearance, and shall be subject to the requirements of Paragraph 11 of the Declaration.

**ARTICLE I
OTHER PROVISIONS NOT AFFECTED**

Except as specifically provided in this Amendment to the Plat Covenants for the Grassy Creek, Section I, all other provisions of the Plat Covenants recorded as Instrument No. 920084582 in the Office of the Recorder of Marion County, Indiana shall remain in force and not be affected by this Amendment.

Amendment to the Plat Covenants
Grassy Creek, Section I

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Grassy Creek Homeowners Association, Inc., have hereunto caused this Amendment to be executed this 12 day of July, 2000.

THE GRASSY CREEK HOMEOWNERS
ASSOCIATION, INC.

By: Frank Brown
Frank Brown, President

Attest:

Phil Bowling
Phil Bowling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank Brown and Phil Bowling, the duly elected President and Secretary of the Grassy Creek Homeowners Association, Inc., and acknowledged the execution of this Amendment to the Plat Covenants this 12 day of July, 2000.

Jeffrey L. Price
Notary Public
JEFFREY L. PRICE
Printed Name

My commission expires: 9/20/00
My county of residence: Marion

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 1901
Broad Ripple Avenue, Indianapolis, Indiana 46220

July 11, 2000

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

334647 JUL 23 8

ONLY THE RECORDED INSTRUMENT
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

7

**AMENDMENT TO THE PLAT COVENANTS
GRASSY CREEK, SECTION II**

This Amendment to the Plat Covenants for the Grassy Creek, Section II is made this 12 day of July, 2000 by the Grassy Creek Homeowners Association, Inc., on behalf of the Owners of Grassy Creek, Section II, pursuant to Paragraph 21 of the Plat Covenants.

WHEREAS, the Plat and Plat Covenants for the Grassy Creek, Section II were recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 920084582; and

WHEREAS, there are 59 lots in Grassy Creek, Section II and a vote of the Owners on May 3, 2000 to amend Paragraph 9 of the Plat Covenants resulted in 45 affirmative votes and 14 negative votes;

NOW, THEREFORE, the Plat Covenants for the Grassy Creek, Section II are amended as follows:

ARTICLE I

The last sentence of Paragraph 9, which reads "Detached garages, tool sheds or storage buildings may not be erected on any lot" shall be deleted and the following language inserted:

Notwithstanding any provision to the contrary in the Declaration or in these Plat Covenants, Lot owners may install a Mini-Barn on their property in conformity with the Grassy Creek Design Guidelines and only with the advance approval of the Grassy Creek Architectural Review Board. Detached garages shall not be permitted, and any Mini-Barn not in conformity with the Design Guidelines or not having been approved in advance of installation may be required to be removed at the Owner's expense. Further, any approved Mini-Barn must be maintained in good condition and appearance, and shall be subject to the requirements of Paragraph 11 of the Declaration.

**ARTICLE II
OTHER PROVISIONS NOT AFFECTED**

Except as specifically provided in this Amendment to the Plat Covenants for the Grassy Creek, Section II, all other provisions of the Plat Covenants recorded as Instrument No. 920084582 in the Office of the Recorder of Marion County, Indiana shall remain in force and not be affected by this Amendment.

Amendment to the Plat Covenants
Grassy Creek, Section II

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Grassy Creek Homeowners Association, Inc., have hereunto caused this Amendment to be executed this 1st day of July, 2000.

THE GRASSY CREEK HOMEOWNERS
ASSOCIATION, INC.

By: Frank Brown
Frank Brown, President

Attest:

Phil Bowling
Phil Bowling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank Brown and Phil Bowling, the duly elected President and Secretary of the Grassy Creek Homeowners Association, Inc., and acknowledged the execution of this Amendment to the Plat Covenants this 1st day of July, 2000.

Jeffrey L. Price
Notary Public
JEFFREY L. PRICE
Printed Name

My commission expires: 9/20/00

My county of residence: Marion

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220

July 11, 2000

PLAT COVENANTS AND RESTRICTIONS
GRASSY CREEK, SECTION III

The undersigned, LAND INNOVATORS COMPANY (the Contract Buyer and the "Developer") and Ralph B. Smith and Ray B. Smith (the Contract Sellers), of the real estate shown and described in this Plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with the Plat. This Subdivision shall be known and designated as Grassy Creek Section III, consisting of Lots 117 thru 170 Inclusive, an addition in Marion County, Indiana, containing 54 Lots.

NOTICE: Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Grassy Creek Architectural Control Committee as defined herein. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of The Grassy Creek Design Guidelines.

In order to provide adequate protection to all present and future Owners of Lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage Easements" and "Utility Easements" (D & U E), either separately or in combination. The Utility Easements are hereby created and reserved for the use of all 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 Easements are hereby created and reserved: (I) for the use of Developer during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system, 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 systems; provided, however, that the owner 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 delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any 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 structures 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 and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. 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 within 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 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.

Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance to medians, if any, in any entranceways to the subdivision.

4. BUILDING LOCATION. 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 front or rear lot line (as the case may be) of said Lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced 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.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1600 feet of finished and livable floor area in aggregate for a one story residence or less than 1600 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 800 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

6. TWO CAR GARAGES. All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a Lot other than the existing driveway.

8. LIMITATION ON VEHICLES. No Inoperative or unlicensed vehicle shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration of Covenants or by the Board of Directors, be parked on a private driveway or on the public street, and

b. A camper, trailer, mobile home, or boat may be stored in an enclosed attached garage of average residential proportions.

9. TEMPORARY RESIDENCES PROHIBITED. No trailer, shack, tent, boat, basement, garage or 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 structures shall be promptly removed upon completion of construction of the building.

10. 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 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 garage, tool shed, storage building or any other 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. Detached garages, tool sheds or storage buildings may not be erected on any Lot.

11. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

12. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement, including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios and permanent structures for sports and recreation, shall be erected, placed and altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural and Environmental Control Committee (Committee), regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

(a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:

(1) The day after the Developer transfers title to the last Lot of Grassy Creek, Section III and any other Sections of Grassy Creek which may be platted, or

(2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. The Developer may elect to transfer authority over improvements to existing homes to a Committee of Homeowners, while retaining Architectural Control authority over new home construction and design. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Grassy Creek Homeowners Association, Inc., shall appoint three or more Lot Owners, to serve on the Grassy Creek Architectural and Environmental Control Committee.

(d) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee and the application meets the current Design Guidelines, it shall be deemed that the Committee has approved the presented plan.

(e) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and may also recover damages, reasonable attorney fees, and costs.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

13. FENCE LIMITATION. 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 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

14. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot without the specific approval of the Board, except that:

(a) Owners may display, on their Lot, one sign of not more than forty five inches in height and 36 inches in width for the purpose of advertising the property for sale or rent, and

(b) The Developer and Builders may use larger signs during the sale and development of this subdivision.

15. PERMITTED ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision, shall be confined to the owner's premises, and shall not be permitted to create a nuisance. In addition, the Association shall have the authority and right to establish rules and limitations upon the number of domestic animals kept or maintained on any lot and restrictions upon nuisances created or contributed to by any such animals.

16. NUISANCES. No noxious or offensive activity or trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to other Owners. Included within this restriction upon nuisances are excessive or obnoxious noise, odor, light or appearance.

17. LANDSCAPE EASEMENTS - PRO RATA MAINTENANCE OBLIGATION. If, for any reason, the Grassy Creek Homeowners Association would cease to exist or cease to function, the areas designated on the plat landscaped easements or landscape and utility easements shall be maintained by the title owner of the Lot upon which same exists. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended, from each Lot owner on an equal proratable basis for all Lots in all of the sections of this Subdivision. Each Lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

18. RETENTION LAKE(S) - USE AND MAINTENANCE OBLIGATION. There are one or more separate bodies of water within this or other Sections of the Grassy Creek Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake"). One such "Lake" also serves as a retention or drainage area and outlet for surface water from several sections presently platted or to be platted, of Creekside Woods Subdivision, with lots of Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake", including the "Common Lake" by accepting a Deed to said Lot assume the responsibility of maintaining said "Lake" on an equal pro rata basis based on the total number of Lots that abut the "Lake" unless stated otherwise herein. This maintenance obligation shall commence when a given "Lake" is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 3 year maintenance bond as called for under the Marion County Subdivision Ordinance. Said Lot owners shall have the right to use the "Lake" they abut for fishing so long as it is done solely from the Lot owner's land bank. None of the owners herein described, relative to the Lake applicable to them, shall have the right to use such "Lake" for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the "Lake".

The Grassy Creek Homeowners Association shall solely determine the timing and nature of the maintenance obligation of the Lot owners around "Common Lake". The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the "Common Lake" with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Creekside Woods surround the "Common Lake" shall become a common expense of such Homeowner's organization and therefore a financial obligation of such organization. The rights to the use of "Common Lakes" shall not inure to such organization or its members (other than those who abut "Common Lake") as a result of this provision.

19. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of any residence on or before one (1) year from the date construction commences on said Lot. Failure to honor this condition/restriction shall establish an Option to Purchase said Lot and Improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Developer to the owners of said Lot within sixty (60) days of the expiration of the aforesaid 1 year period.

The appraised price shall be agreed upon within ten (10) days of the Lot owner's receipt of the above written notice and if that is not possible the Lot owner and the Developer agree to submit the question of appraised value to appraisement and be bound by same as follows:

(a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.

(b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.

(c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

20. MISCELLANEOUS PROVISIONS.

a. Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.

b. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

c. No satellite receiving dish greater than 24" in diameter shall be erected or installed on any Lot, and satellite dishes of 24" in diameter or less still require the prior approval of the Committee.

d. Exposed antennae shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak.

e. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

21. SWIMMING POOLS, HOT TUBS AND OTHER DETACHED STRUCTURES. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee. Minibarns and other detached storage buildings, including enclosures for approved swimming pools, hot tubs or spas, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction.

22. SODDING OF YARDS. The general contractor who is building a residence on any Lot is put on notice of the obligation to sod the front yard of each residence, to be completed on or before the transfer of title of said Lot to the first occupant of such residence. Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly responsible for meeting this requirement.

23. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and yard on their lot. This duty shall include keeping the landscaping and grass in good condition, attractive, and properly trimmed and to keep the lot free from weeds, dead trees and trash and in otherwise neat and attractive appearance. This duty shall also include the proper maintenance of the exterior of the house and any additional structures. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided in the Declaration.

24. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to 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 the date of recording hereof. After said 20 years, these 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 in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

Lot owners may amend these covenants in whole or in part by an affirmative vote of 70% of the Lot Owners. If Developer owns any Lots in any section of this Subdivision, no amendment to these covenants may be made without Developer's approval and consent. Any such amendment or 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.

25. ENFORCEMENT. Violation or threatened violation of these covenants and 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 or entity 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, injunctive 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 not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

26. 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.

27. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors 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; provided 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.

28. DECLARATION. A Declaration of Covenants and Restrictions of Grassy Creek and establishing the rights and obligations of the Grassy Creek Homeowners Association, Inc. (Declaration) was recorded on September 1, 1989 in the office of the Recorder of Marion County, Indiana as Instrument No. 89-8632. Every Owner of a Lot in Grassy Creek will automatically be and become a member of the Grassy Creek Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail, except as to Architectural Design and Environmental Control and as to satellite dishes, for which these plat covenants shall prevail.

ASSESSOR OF WARREN TOWNSHIP
John T. Rufford DRAFTSMAN

(2)

MARTHA A. WOVACKS

361060 MAR-25

RECEIVED
MAR 25 1995
MARION COUNTY RECORDER

AMENDMENT TO THE PLAT COVENANTS
GRASSY CREEK, SECTION III

This Amendment to the Plat Covenants for the Grassy Creek, Section III is made by the Grassy Creek Homeowners Association, Inc., on behalf of the Owners of Grassy Creek, Section III, pursuant to Paragraph 24 of the Plat Covenants.

WHEREAS, the Plat and Plat Covenants for the Grassy Creek, Section III were recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 9600075225 and

WHEREAS, there are 54 lots in Grassy Creek, Section III and a vote of the Owners to amend Paragraph 10 of the Plat Covenants resulted in 41 affirmative votes;

NOW, THEREFORE, the Plat Covenants for Grassy Creek, Section III are amended as follows:

ARTICLE I

The last sentence of Paragraph 10, which reads "Detached garages, tool sheds or storage buildings may not be erected on any lot" shall be deleted and the following language inserted:

Notwithstanding any provision to the contrary in the Declaration or in these Plat Covenants, Lot owners may install a Mini-Barn on their property in conformity with the Grassy Creek Design Guidelines and only with the advance approval of the Grassy Creek Architectural Review Board. Detached garages shall not be permitted, and any Mini-Barn not in conformity with the Design Guidelines or not having been approved in advance of installation may be required to be removed at the Owner's expense. Further, any approved Mini-Barn must be maintained in good condition and appearance, and shall be subject to the requirements of Paragraph 11 of the Declaration.

ARTICLE II
OTHER PROVISIONS NOT AFFECTED

Except as specifically provided in this Amendment to the Plat Covenants for the Grassy Creek, Section III, all other provisions of the Plat Covenants recorded as Instrument No. 9600075225 in the Office of the Recorder of Marion County, Indiana shall remain in force and not be affected by this Amendment.

Amendment to the Plat Covenants
Grassy Creek, Section III

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Grassy Creek Homeowners Association, Inc., have hereunto caused this Amendment to be executed this 3 day of Feb, 2001.

THE GRASSY CREEK HOMEOWNERS
ASSOCIATION, INC.

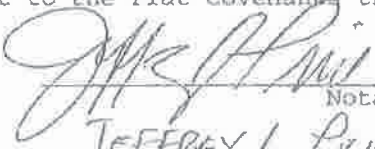
By: 
Frank W. Brown, President

Attest:


Phil Bowling, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank W. Brown and Phil Bowling, the duly elected President and Secretary of the Grassy Creek Homeowners Association, Inc., and acknowledged the execution of this Amendment to the Plat Covenants this 3rd day of Feb, 2001.


Notary Public
JEFFREY L. PRICE
Printed Name

My commission expires: 9/20/08
My county of residence: Marion

This Instrument Prepared by: William T. Rosenbaum, Attorney at Law, 5875
Castle Creek Parkway, #285, Indianapolis, Indiana 46250

January 22, 2001

In the event that the Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including maintenance, taxes, insurance, legal, accounting, and management fees and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and three fourths percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in collection.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate has hereunto caused its name to be subscribed this 24TH day of MAY, 1996.

LAND INNOVATORS CO.
An Indiana Limited Partnership

By: R.N. Thompson
R.N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, and acknowledged the execution of this instrument as his voluntary act and deed as such General Partner on behalf of such Limited Partnership for the uses and purposes hereinabove set forth.

Witness my hand and Notarial Seal this 24TH day of MAY, 1996.

Judy K. Kiemeier
Notary Public
JUDY K. KIEMEIER
Printed



My Commission Expires: APRIL 6, 1998

My County of Residence: MARION

This instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600