

RESTRICTIVE COVENANTS FOR IVY RIDGE ESTATES
AND MINOR PLAT# 692.

We, the undersigned, Aaron Reitzel and Luanne Reitzel, as owners of Ivy Ridge Estates, do hereby certify that we have laid out, platted, and subdivided said land into lots in accordance with the plat, recorded 7-29, 1996 in Plat Cabinet 4, Slide 4, page 1-2 in the Office of the Recorder of Hendricks County, Indiana.

We do by this indenture restrict the above described real estate as to the whole or any part thereof, to any of my grantees, assigns, successors, heirs or legal representatives and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to any portion of the above described real estate, as to the following terms, stipulations, conditions, restrictions and covenants, to-wit:

1. Definitions. "Committee" shall mean the Architectural Control Committee composed of Aaron Reitzel and Luanne Reitzel or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner of a lot or other area in this subdivision.
2. Dwelling Size. The ground floor area of any residential structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet for a one-story dwelling and not less than 2000 square feet for a multi-story dwelling. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, deck and patios shall be not less than 1000 square feet. Tri-level square footage is at the discretion of the Committee, but shall not be less than the minimum of a one-story dwelling.
3. Architectural Control. No building shall be erected, placed, or altered on any lot until the Builder, construction plans and specifications, and a plan showing the location of the structure have been approved by the Committee as to quality of the workmanship and materials, harmony of external designs with existing structures, and as to location with respect to topography and finish grade.
4. Pools. All swimming pools shall require approval by the Committee prior to construction or installation. Any swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee. No other fencing will be allowed unless approved by the Committee.

5. Storage Tanks. Any gas or oil storage tanks shall be buried located within a house or screened in such that they are out of site.
6. Home Occupation. If approved by the Hendricks County Board of Zoning Appeals, a home occupation is allowed, except for child care services consisting of more than 5 children.
7. Outbuildings. No outbuildings are allowed unless first approved by the Committee.
8. Driveways. Residential driveways shall be constructed of a hard surface consisting of asphalt or concrete from street to garage. Any driveway to an outbuilding may be gravel.
9. Unplated Vehicles. No vehicle of more than one ton hauling capacity shall be parked on any road in this subdivision, except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four hours. Any vehicle located on a lot shall be owned by a person residing in the dwelling thereon.
10. Play Equipment. Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted with the placement of the above mentioned approved by the Committee.
11. Trees. Approval by the Committee must be obtained for removal of any trees outside the building area that are larger than 6" in diameter.
12. Lots. No lot shall be re-subdivided into a smaller parcel.
13. Animals. The usual pet animal, bird, pony, horse, or 4-H project, except hogs, shall be permitted without committee approval. All other animals sought to be raised or maintained on any lot shall require Committee approval. No pet shall be permitted to run at large.
14. Sidewalks. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the specifications of the Hendricks County Plan Commission. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

15. Disaster. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.
16. Landscaping. The lot owner shall landscape the lot within ninety (90) days following completion of a house thereon, weather permitting.
17. Nuisance. No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development. No disruption to neighbors is permitted after midnight.
18. Residential. No Lot shall be used except for residential purposes, other than as allowed in paragraph 6 herein.
19. Fences. All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence.
20. Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers or incinerator or other equipment for the storage or disposal of such material and shall be kept in a clean and sanitary condition.
21. Temporary Structures. No basement, shed, garage, barn or other outbuilding erected upon said property shall be used as residence temporarily or permanently. All dwellings must be fully completed on the exterior before being occupied.
22. Exterior Antennas and Satellite dishes. No exterior television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission shall be erected forward of the furthest back corner of the residence.
23. Hunting and Trapping. Hunting and trapping are prohibited.
24. Clothes Lines. Permanent, collapsible or removable clothes lines will be permitted in the back yard.
25. Trash Burning. Trash burning is prohibited on any lot in the subdivision, homeowners are permitted to burn leaves.
26. Garages. All dwellings shall have at a minimum, two (2) car garage.
27. Maintenance. Owners, other than the undersigned, of unoccupied lots shall at all times keep and maintain such lots in this subdivision in an orderly manner, cause weeds and other growth to be cut at least twice a month beginning the month of May and running through the month of September of each calendar year and prevent accumulation of rubbish and debris thereon.
28. Utilities. All utilities for all dwellings will be underground.

29. Amendments. This Declaration may be amended at any time by the owners of at least two thirds of the Lots in Ivy Ridge Estates. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owners or owner concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hendricks County Recorder's office. As used herein, the term "lot" means a lot depicted on the plat.
30. Enforcement. Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, Aaron Reitzel and Luanne Reitzel or their duly authorized representatives as Developers of Ivy Ridge Estates may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.
- If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or fail to construct sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employee contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the Owner. Neither the Committee nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee such charge has remained due and payable for an unreasonable long period of time, the Committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Committee in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph. The Committee assumes

no liability, jointly or severally, for decisions rendered pursuant to these covenants.

- 31. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Aaron Reitzel and Luanne Reitzel, as owners of Ivy Ridge Estates has hereunto set his hand and seal this 25th day of July, 1996.

Aaron Reitzel

 Aaron Reitzel

Luanne Reitzel

 Luanne Reitzel

STATE OF INDIANA)
) SS:
 HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Aaron Reitzel and Luanne Reitzel, who acknowledged the execution of the foregoing Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 25th day of July, 1996.

My Commission Expires:

2-11-98

County of Residence:

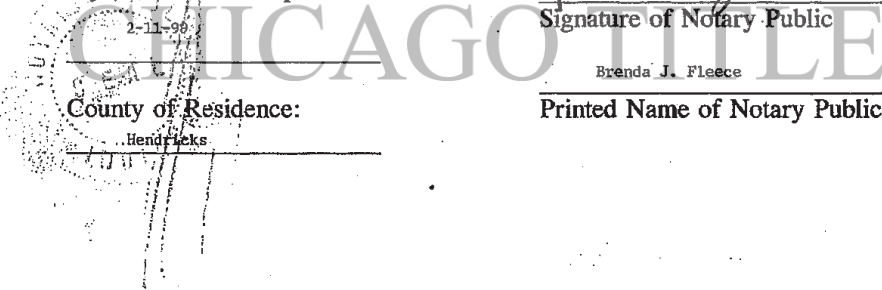
Hendricks

Brenda J. Fleece

 Signature of Notary Public

Brenda J. Fleece

Printed Name of Notary Public



9600016057
 Filed for Record in
 HENDRICKS COUNTY IN
 JOY BRADLEY
 On 07-29-1996 At 02:47 pm.
 COV 17.00
 Vol. 155 Page 498 -502

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS IVY RIDGE ESTATES AND MINOR PLAT #692

WHEREAS there exists a Declaration of Restrictive Covenants for Ivy Ridge Estates and Minor Plat #692, as recorded on July 29, 1996 in Miscellaneous Record 155 page 498 in the office of the Recorder of Hendricks County, Indiana; and

WHEREAS, the Undersigned, as owners of certain real estate located within said Ivy Ridge Estates and Minor Plat #692 in Hendricks County, Indiana are desirous of amending said restrictions and protective covenants for Lots 9, 10 and 11 only, as follows:

Item 8 of said Declaration of Restrictive Covenants for Ivy Ridge Estates and Minor Plat #692 is hereby amended to the following:

Driveways. Residential driveways shall be constructed of a hard surface consisting of asphalt or concrete from the street to the garage. However for any driveway that is 150 feet or longer, a minimum of 25 feet from the street must be paved prior to an occupancy permit being issued. The remainder of the driveway must be completed on or before 5 years from the date of the occupancy permit.

Any driveway to an outbuilding may be gravel.

Dated this 15 day of June, 1998.

9800015248 Filed for Record in HENDRICKS COUNTY IN JOY BRADLEY On 06-16-1998 At 09:48 a.m. AMEND COVEN 13.00 Vol. 63 Pg. 124 - 124

RTZ Enterprises, Inc.

By: Aaron Reitzel Aaron Reitzel

By: Luanne Reitzel Luanne Reitzel

STATE OF INDIANA)

) SS:

HENDRICKS COUNTY)



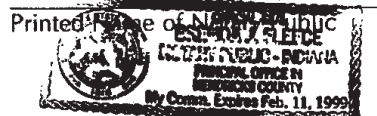
Before me, a Notary Public in and for said County and State, personally appeared Aaron Reitzel and Luanne Reitzel of RTZ Enterprises, Inc., who acknowledged the execution of the foregoing Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of June, 1998.

My Commission Expires:

Brenda J. Steele Signature of Notary Public

County of Residence:



This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

9900019640
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 07-01-1999 At 08:40 am.
AMEND COVEN 12.00
Vol. 129 Pg. 93 - 94

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS IVY RIDGE ESTATES AND MINOR PLAT #692

WHEREAS there exists a Declaration of Restrictive Covenants for Ivy Ridge Estates and Minor Plat #692, as recorded on July 29, 1996 in Miscellaneous Record 155 page 498 in the office of the Recorder of Hendricks County, Indiana; and

WHEREAS, the Undersigned, as owners of at least two-thirds of the lots located within said Ivy Ridge Estates and Minor Plat #692 in Hendricks County, Indiana as required in paragraph 19 of said covenants, are desirous of amending said restrictions and protective covenants, as follows:

Fences. All fences, including location, material and height, require Committee approval before erection.

Dated this ____ day of April, 1999.

RTZ Enterprises, Inc.

By: Aaron Reitzel
Aaron Reitzel

By: Luanne Reitzel
Luanne Reitzel

Robert Christie
Robert Christie (Lot 1)

Lori A. Christie
Lori A. Christie (Lot 1)

Carl P. Baker
Carl P. Baker (Lot 2)

Anita Baker
Anita Baker (Lot 2)

Tim Menke
Tim Menke (Lot 4)

Cristina L. Menke
Cristina L. Menke (Lot 4)

John D. Walker
John D. Walker (Lot 5)

Michael J. Stephens
Michael J. Stephens (Lot 7)

Teresa D. Stephens
Teresa D. Stephens (Lot 7)

Paul G. Piersall
Paul G. Piersall (Lot 8)

Kelly A. Piersall
Kelly A. Piersall (Lot 8)

Michael A. Hoover
Michael A. Hoover (Lot 12)

Susan E. Hoover
Susan E. Hoover (Lot 12)

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STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Subscribed and sworn to before me, a Notary Public, in and for said County and State,
this 27th day of JUNE, 1999.

My Commission Expires:

2/12/2001

David L. Caston

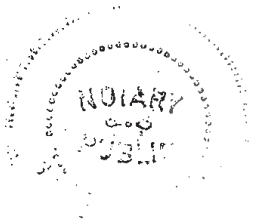
Signature of Notary Public

County of Residence:

HENDRICKS

DAVID L. CASTON

Printed Name of Notary Public



CHICAGO TITLE

This instrument was prepared by Amy C. Broderick, Attorney-at-Law, P.O. Box 207,
Danville, IN 46122, (317-745-4300).

200700001887
Filed for Record in
HENDRICKS COUNTY IN
PAUL T HARDIN
01-22-2007 At 01:27 pm.
MISCELLANEO 18.00

**TRANSFER OF "COMMITTEE"
FOR
IVY RIDGE ESTATES and MINOR PLAT 692**

WHEREAS, there exist Restrictive Covenants for Ivy Ridge Estates (Minor Plat 692) (the "Development") as recorded on July 29, 1996 as in Volume 155, pages 498 - 502; Amended June 15, 1998 and recorded June 16, 1998 in Volume 68 page 124; Amended April, 1999 and recorded July 1, 1999 in Volume 129, pages 93 - 94; all in the office of the Recorder of Hendricks County, Indiana; and

WHEREAS, all lots within Ivy Ridge Estates and Minor Plat 692 are sold; and

WHEREAS, the developers of Ivy Ridge Estates and Minor Plat 692, Aaron Reitzel and Luanne Reitzel, wish to transfer the Committee as established in the aforementioned Restrictive Covenants to lot owners within the development.

THEREFORE, Aaron Reitzel and Luanne Reitzel, as developers of Ivy Ridge Estates and Minor Plat 692 hereby transfer to and name the following lot owners as the Committee as established in the aforementioned Restrictive Covenants:

Jeffery A. Tutterow, owner of Lot Nine (9)

Michael A. Hoover, owner of Lot 12

Gerald R. Stack, Jr., owner of Lot Six (6)

The above named lot owners shall serve as the Committee and assume all responsibility and authority as the Committee as set forth in the aforementioned Restrictive Covenants. All decisions of the Committee shall be made by majority vote. In the event a member of the Committee resigns his position or is no longer a lot owner of a lot in the development, all lot owners shall select a replacement by a seventy-five percent (75%) vote.

WITNESSETH our signatures this 25 day of May, 2006.


Aaron Reitzel


Luanne Reitzel

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STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Sworn before me, a Notary Public in and for said County and State, by Aaron Reitzell and Luanne Reitzell, who acknowledged the execution of the foregoing Instrument.

Witness my hand and Notarial Seal this 19 day of ~~May, 2006~~ ^{Jan, 2007.}



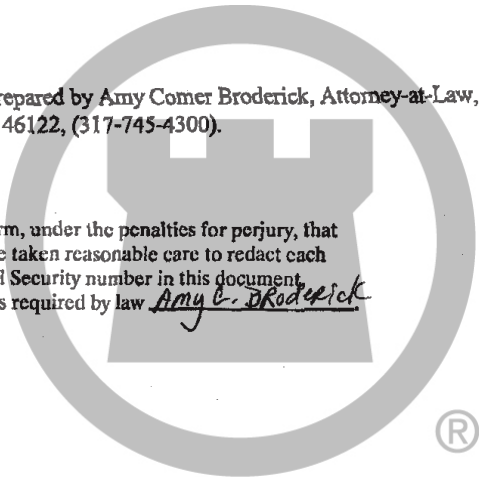
Amy G. Broderick
Signature of Notary Public

County of Residence:

Printed Name of Notary Public

This instrument was prepared by Amy Comer Broderick, Attorney-at-Law, Comer Law Office, P.O. Box 207, Danville, IN 46122, (317-745-4300).

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law *Amy G. Broderick*



®

CHICAGO TITLE