

DECLARATION OF COVENANTS AND RESTRICTIONS

OF MAZE CREEK ESTATES

This Declaration, made this 28TH day of May, 1992, by Lynnelle Development Company, for the real estate located in Franklin Township, Marion County, of the state of Indiana known as Maze Creek Estates.

This Declaration shall be effective for an initial term of twenty (20) years from the date of filing this document with the Recorder's Office in Marion County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term the Owners of eighty-five percent (85%) of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.

Lynnelle Development Company (hereinafter referred to as "Developer") hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity prior to the sale of any Lots to any owner, in order to bring this Declaration into compliance with the requirements of any public agency having jurisdiction thereof or any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lot within the Development; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee; nor which substantially impairs the benefits of these Restrictions to any Owner or substantially increases the obligations imposed by these Restrictions on any Owner without the prior written approval of said Mortgagees and Owners.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

All of the following covenants, easements, restrictions, and assessments shall run with the land and shall be binding upon the Developer, the Owner(s), upon any parties having or requiring any right, title, interest (legal or equitable) in and to the real property or any part or parts thereof, and upon any future owners thereof. The following covenants, easements, restrictions, and assessments are set forth to preserve and protect the value and residential qualities of said land for current and future owners.

4. All building plans shall be submitted to and approved by the Developer prior to the issuance of any building permits and alterations of said lot
 - a. A complete set of plans must be submitted to and re-

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4. All building plans shall be submitted to and approved by the Developer prior to the issuance of any building permits and alterations of said lot
 - a. A complete set of plans must be submitted to and retained by the Developer.
 - b. Any changes or alterations to said plans prior or during construction must first be approved by the Developer.
5. All residences shall meet or exceed the following minimum living space areas:
 - a. All single story residences shall have a minimum living floor space of 3500 square feet.
 - b. Any two or more story residence shall have a minimum ground floor living area of 2500 square feet and a total living area of 3500 square feet or more.
 - c. Breezeways, porches, patios, decks, basements, garages, carports, accessory buildings shall not constitute or be included in the total square footage required for residences in this subdivision.
 - d. All exterior surface construction of residences shall consist of fifty (50) percent or more brick or stone masonry construction. No exposed concrete block shall be permitted.
6. No structure in this subdivision shall exceed 2½ stories in height.
7. No structure in this subdivision shall be erected between the building line as designated on the plat and the property line of each lot.
 - a. No building shall be located on any lot nearer to the front lot line, or, nearer to the side lot lines, or, nearer to the rear lot line than a minimum setback line of fifty (50) feet.
8. All residential construction must be completed within one (1) year after the starting date including final grading, seeding or sod installation.
9. Any alterations to said residences after completion shall be approved by the Developer and/or neighborhood association prior to any commencement of said alterations.
10. All garages, tool sheds, detached storage buildings erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction, conform to the general architectural appearance of such residence, and be approved prior to any construction.
11. No out-building, etc., shall be used for human habitation at any time.
12. No human habitation shall be permitted in any residence until said residence is completed and occupancy is granted by the proper county building inspector.
13. No trailer, tent, shack, basement, garage, barn, motor or mobile home, temporary structure or construction trailer shall be used for temporary or permanent residential purposes on any lot at any time.
14. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures of the State Board of Health or other civil authority having jurisdiction. All water systems and methods of sewage disposal are to be properly maintained so as to remain in compliance with said regulations.
15. All homes shall be constructed board by board on the lot. No modular-type construction shall be permitted on any lot in this subdivision.
16. No metal, fiberglass or similar type material awnings, patio covers or porches shall be permitted in this subdivision.

17. All utilities, cable lines, etc., are to be buried on each lot. No visible power lines permitted anywhere in this subdivision.
18. Utility Easements: Easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such purposes incidental to the development of the property. The easements shall be perpetual hereof, from the date of this instrument by the Developer, its successors and assigns. Utility companies and other authorized agencies shall have full right and authority to lay, operate, and maintain such drainage facilities, sanitary sewers & water (where applicable), gas and electric lines, communication lines (which shall include cable television when available), and such other public service facilities as Developer deems necessary in designated easement areas as shown on the plat of the subdivision. Provided, however, that any area disturbed by installation of utility lines shall be essentially restored to its original condition. No permanent structures shall be constructed within an easement area. Drainage and utility easements of the subdivision are shown on the recorded plat of the subdivision.
19. Ditches and Swales: All owners shall keep unobstructed and in good repair all open storm water drainage ditches and swales which may be located on their respective lots, and to provide for the installation of such culverts upon said lots as may be reasonably necessary to accomplish the purposes of this drainage.
20. The street as designated on the recorded plat shall be known as Maze Creek Drive, and is a private road for use by the residents, their guests, and emergency vehicles.
21. LET IT BE KNOWN: The residence on Lot #2 was constructed prior to the formation and declaration of these covenants and restrictions and may be exempt from such covenants and restrictions for buildings, conditions, and installations made prior to the formation, declaration, and recording of this document.
21. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or in any lot.
22. No dog kennels, hutches or hutch animals, livestock, exotic animals, poultry, or animals other than allowed domestic pets shall be raised, bred, kept, maintained temporarily or permanently on any lot in this subdivision.
23. Only usual household pets shall be allowed in or on any lot in this subdivision with the following restrictions:
 - a. Under no circumstances shall a household have more than two (2) dogs.
 - b. Said pet(s) shall be confined by leash or fence on owners lot at all times.
 - c. If a female were to have a litter, the pups must be sold or removed within six (6) months from date of birth.
 - d. Barking dogs shall constitute a nuisance and be required to be removed upon complaints.
24. No campers, trailers, motor homes, recreational vehicles, boats, commercial vehicles or similar vehicles, other than ordinary family passenger vehicles (including factory vans) shall be parked on any street, driveway, lot in this subdivision, unless the same is parked in a garage with garage door closed so that it is not visible to the occupants of other lots or users of subdivision street(s).

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24. No campers, trailers, motor homes, recreational vehicles, boats, commercial vehicles or similar vehicles, other than ordinary family passenger vehicles (including factory vans) shall be parked on any street, driveway, lot in this subdivision, unless the same is parked in a garage with garage door closed so that it is not visible to the occupants of other lots or users of subdivision street(s).
25. All passenger vehicles shall be parked in garages or in driveways so as not to block streets. Any bus or school buses shall be garaged as stated in article #24 above.
26. No vehicles shall be put up on blocks or jacks to accommodate car repairs on any lot except if such repairs are done in the garage out of view.
27. No unused or inoperative vehicles shall be parked or stored on any lot except in a garage with the garage door closed.
28. No fences shall be erected or installed in this subdivision between the building line and the property line of each lot and any fence erected otherwise shall meet the following requirements:
 - a. Maximum height of five (5) feet. Pool fences, where required, shall be of greater heights and shall be a decorative type, (black iron, shadow box, or aluminum picket style fencing) with some screen landscaping on any side or portion thereof exposed to the streets.
 - b. No chain link fence or solid face construction fencing is allowed anywhere on any lot.
 - c. All fencing must be shadow-box, black iron, aluminum picket style, or split rail type.
 - d. Wooden fences must be painted or stained to blend with the residence.
 - e. No fence shall be erected or installed in the front yard of any residence in this subdivision.
 - f. All fences shall be properly installed and maintained as to not to become an eyesore.
29. No lot shall be used or maintained as a dumping ground for rubbish, construction debris, or other waste. Trash, garbage, or other waste shall be kept in sanitary containers out of public view. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, leaves and other refuse shall not be burned except in acceptable incinerators and in compliance with all applicable legal requirements. If trash removal is not provided by the local municipality, the owners of the lots in this subdivision shall cooperate with each other so that a single private company will collect the garbage and trash of all lots at one time from a designated location.
30. Maintenance of Lots and Improvements:
 - a. Each owner must mow such portions of the lots upon which grass has been placed at such times as may be reasonably required.
 - b. Each lot owner shall not permit the growth of weeds on any lot before, during and after the construction of residence.
 - c. In the event an owner permits the growth of unsightly vegetation on his lot prior to construction, the Developer reserves the right to enter said lot, mow & trim and bill the owners for such charges incurred.
 - d. Each lot owner must maintain and not permit the unsightly growth of shrubs, trees, and general landscaping.
 - e. Remove any all debris and rubbish resulting from construction on lot.

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- f. Each lot owner shall prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the subdivision.
- g. Each lot owner shall cut down and remove dead trees and shrubs and clean up any storm damage.
- h. Each lot owner must keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- i. No improvements which have been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than sixty (60) days from date and time of such destruction or damage.
- 31. No signs or advertisements shall be displayed or placed on any lot or structure in the subdivision without prior written approval of the Developer. The only exceptions are those signs placed by the Developer to market the lots and a permanent subdivision/road sign.
- 32. No tower antennae or satellite dish antennae shall be placed on any lot without prior approval. Such antennae, when approved, may not be placed in the front yard of any residence.
- 33. Pools:
 - a. No above ground swimming pools shall be permitted in the subdivision.
 - b. All pools shall be properly fenced and secured for neighborhood safety.
 - c. No swimming pool shall be permitted in any front yard of any residence.
- 34. Solar Heat Panels: No solar heat panels shall be allowed on the roof of any building, which may be visible from the front, rear, or side of any residence in this subdivision. Such panels may not be installed on the ground in the front yard of any residence. Such panels installed in a rear location on the ground shall be enclosed in a fenced area with screen landscaping, within the building line boundaries and must first be approved prior to installation.
- 35. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the development, basketball goals or similar structures must be approved by the Developer as to size, location, height, composition, and color, before it may be installed.
- 36. No outside posts, poles, and/or lines shall be permitted in this subdivision for the purpose of drying laundry, towels, camping equipment, etc.
- 37. Storage tanks: Any gas, oil, water storage tanks used in conjunction with a lot shall be either buried or located in a residence or lot in such a manner as to be safe and completely concealed from neighbor and public view.
- 38. Mailboxes: Initial mailbox installation shall be provided by the developer and installed according to postal regulations. Any necessary replacements are the responsibility of said lot owner and must conform to the size, type, and color of the initial mailbox provided.
- 39. Maintenance, repair, improvements, alterations or additions to the platted road, road easement, and subsurface tile drainage system (including swales, ditches, creek, drainage

easements to adjacent real estate) shall be the responsibility of and implemented by an association composed exclusively of the lot owners hereof in accordance with and pursuant to the rules and regulations of such an association as adopted in this paragraph and as the same may be amended from time to time.

Upon the completion of construction of the final residence in this subdivision, an organization of an association to be known as Maze Creek Estates Owners Association shall be formed. Such an association shall be constituted and comprised as follows:

initial mailbox provided.
19. Maintenance, repair, improvements, alterations or additions to the platted road, road easement, and subsurface tile drainage system (including swales, ditches, creek, drainage

easements to adjacent real estate) shall be the responsibility of and implemented by an association composed exclusively of the lot owners hereof in accordance with and pursuant to the rules and regulations of such an association as adopted in this paragraph and as the same may be amended from time to time.

Upon the completion of construction of the final residence in this subdivision, an organization of an association to be known as Maze Creek Estates Owners Association shall be formed. Such an association shall be constituted and comprised as follows:

A. Purpose and function:

The association shall exist for the purpose of implementing and enforcing the covenants, easements, restrictions, and assessments of the within platted subdivision and providing the lot owners thereof with an appropriate means for fulfilling their responsibilities imposed by this paragraph.

B. Membership and voting rights:

The owners of the legal interest in each lot of the subdivision shall be members of the Maze Creek Estates Owners Association. The owners of each lot shall have a total of one vote between them and each member may vote the proportional share of his interest in such lot. Spouses of members who are not present to vote upon any issue may vote their spouses interest.

All issues submitted to a vote shall be decided by a simple majority of those members voting unless otherwise specified. Fifty (50) percent of the membership shall constitute a quorum.

C. Officers:

The officers of the Association shall consist of a President and a Secretary-Treasurer, who each shall serve terms of one calendar year or until their successors shall have been duly elected. The above officers shall not be related by marriage or blood relation.

The President shall be chief executive officer of the Association, shall chair all meetings thereof, appoint such committees within the membership of the Association as may be appropriate to its purpose and carry out the programs determined by the Association. The President shall have the authority to expend funds of the Association for its projects and vote on all issues before the Association.

The Secretary-Treasurer shall take minutes of the meetings of the Association, collect and deposit the Associations funds and expend the same at the President's discretion for the projects, keep and maintain the financial records of the Association, chair all meetings of the Association which the President does not attend and give notice of meetings and the results thereof to the membership, and vote on all issues before the Association.

Such officers shall be elected in the month of October and their terms shall commence on the first day of the following year.

D. Meetings:

Meetings of the Association shall be held in the month of October and at such other times deemed necessary as provided for herein. Meetings may be called by the President or upon written request of 1/2 of the members of the Association delivered to the Secretary-Treasurer who shall forthwith notify the President who shall set special meetings within two (2) weeks. Notice of all meetings of the Association shall be given to all members thereof by the Secretary-Treasurer.

sole and only purpose of entering into such contracts as may be necessary to effecuate the projects authorized by the membership.

In order to provide a fund out of which improvements mentioned may be paid, the Association shall have the power and authority to provide for periodic monetary assessments among the membership. The power and authority to make such assessments shall exist without regard to the existence of plans or needs for the immediate making of such improvements. All such periodic assessments shall be paid by the members to the Secretary Treasurer within thirty (30) days of the date of such issuance of notices thereof.

Any balance due on a project after application of the funds received through periodic assessments shall be billed to the membership and paid thereby to the Secretary-Treasurer within twenty (20) days of receipt thereof unless other provisions have been made for payment by the membership.

F. Amendments:

The rules and regulations of the Association provided herein shall continue in existence subject to the Covenants and Restrictions of the subdivision. The Association's rules and regulations may be amended at any meeting of the Association and such amendments shall be effective from and upon its passage by a vote of a majority of the membership.

Copies of all amendments, certified by the officers of the Association, shall be placed of record with the Recorder of Marion County.

In the event the sale of subdivision lots and or the completion of the final residence does not take place in a timely fashion the Developer reserves the right to make the necessary assessments until such time as the Association takes over. This is done to provide any current lot residences with the necessary funds to properly maintain the subdivision foad, easements, and drainage.

Enforcément shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages including legal fees resulting from such action. Invalidation of any of these covenants and restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, Developer, Lynnelle Development Company has executed this Declaration of Covenants and Restrictions the day and year first above written.

DEVELOPER