

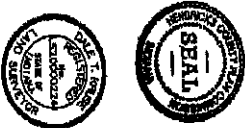
SHILOH CREEK ESTATES
FINAL PLAT
SECTION NINE
A SUBDIVISION OF
WASHINGTON TOWNSHIP,
HENDRICKS COUNTY,
INDIANA

FOR THE PURPOSES OF THIS PLAT, THE SEVERAL LOTS OF THIS SECTION NINE, SHILOH CREEK ESTATES, WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA, ARE DESCRIBED AS FOLLOWS: LOT 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THE UNDERSIGNED, BUTTERWORTH & KENYON, ATTORNEYS AT LAW, HAVE BEEN DULY SEVERELY AND SOLEMNLY SWORN AND HAVE DEPOSED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF HENDRICKS, INDIANA, ON THIS 15th DAY OF FEBRUARY, 2010.

BY: *[Signature]*
 BUTTERWORTH & KENYON
 ATTORNEYS AT LAW
 1000 W. WASHINGTON ST., SUITE 200
 INDIANAPOLIS, IN 46202

[Signature]
 CLERK OF COUNTY



DEE L. ROSS
 CLERK OF COUNTY
 HENDRICKS COUNTY, INDIANA

200300027573
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
07-02-2003 At 12:37 PM.
COVENANTS 22.00
OR Book 437 Page 406 - 411

DECLARATION OF RESTRICTIVE COVENANTS
SHILOH CREEK ESTATES
SECTION 9

PC1517712

The undersigned, J.R. LAZARO BUILDERS, INC. (JRLB), represented by its corporate officer, as owner of SHILOH CREEK ESTATES Subdivision, Section 9 (the "Subdivision"), located in Washington Township, Hendricks County, Indiana, do by this indenture restrict and covenant the lots and other area within said Subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations, and/or anyone who may obtain the title to lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to all lots in SHILOH CREEK ESTATES, Section 9.

2. HOMESITE USE: No portion of said real estate shall be used for any purposes other than single family residential dwellings, nor shall any lot be further subdivided.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by the Architectural Committee which shall consist of the undersigned owner, JRLB, or by its duly authorized representatives, if a document is executed by JRLB conveying such responsibility. The approval or disapproval, as required in these covenants, shall be in writing. In the event that said written approval is NOT received within ten (10) working days from the date of submission, it shall be deemed that the plans and specifications have been DISAPPROVED.

4. DWELLING: The ground floor of the main structure, exclusive of porches and garages, shall NOT be less than Two Thousand(2000) square feet in the case of one story structures, nor less than One Thousand(1000) square feet in the case of multiple story structures, with no less than Two Thousand Four Hundred (2400) square feet of finished floor area in such multiple story structures (determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Committee). Basements, either finished or unfinished, shall not be included in square foot calculations. In addition to the above square footage requirements, each structure shall have an attached garage structure of no less than 550 square feet in size. Detached garages or pool houses are permitted with architectural approval by developer (see Section 7). All building locations and elevations must comply with the plat and Hendricks County or applicable municipal regulations. The exterior walls of a single story residence must be constructed with at least eighty-five (85) percent of the exterior walls covered with brick or stone veneer. Multiple story structures shall have eighty five (85) percent of the first floor covered with brick, stucco or stone veneer. Exceptions may be granted for a house with one hundred (100) percent wood or cement siding. The Architectural Committee is solely responsible for determining the compliance of

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proposed house plans with these square footage and masonry requirements. No aluminum or vinyl siding is permitted.

5. BUILDING LOCATION: Front yard set back lines, and side yard set back lines on corner lots are shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall meet applicable Hendricks County zoning regulations.

6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are to be maintained by any owner such that adequate drainage is maintained along such swale. In the event that activities related to construction of a house, including yard grading or erosion damage, causes any swale to become blocked or fail to drain properly, it shall be the responsibility of the lot owner to reestablish the proper swale drainage. Lot owners should attempt to keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. All utility easements are also subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown on the plat and owners of lots shall take their titles subject to the rights of the above easements; NO sump pump may be discharged into the street after a house is completed. The discharge of a sump pump MUST be installed underground with plastic pipe or vitrified tile to subsurface drains or approved drainage swales. NO downspout drains or any other drainage system except sump pumps may be connected to the subsurface drains located along the street. In order to ensure the proper operation of the drainage system, no dumping of any material into the drainage swales is permitted, including leaves, grass clippings, dirt, stones, trash, or any other items.

7. UTILITY BUILDINGS: Detached garages and pool houses are permitted after receiving architectural approval from JRLB. No minibarns, polebarns or buildings of like construction or design will be permitted. Permitted outbuildings shall be of like construction to dwelling. All detached buildings shall be required to obtain a construction permit by the local building authority and built on a foundation. Detached garages must be no less than 440 square feet in size. Detached garages will only be permitted if adjacent to the existing driveway if sideload garages. No detached garages will be permitted at the extreme rear of the property. Detached garages cannot be separated from the dwelling by more than 40 feet and only after receiving architectural approval. Detached garages shall have a paved driveway leading to them. All pool houses and detached garages shall be brick or stone veneer, wood or cement siding, and or stucco so as to match like materials of the dwelling. All four sides of the utility building shall be constructed of the same material. Roof pitches of the accessory buildings will be equivalent to the main dwelling.

8. BUSINESSES: NO mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a home will be permitted to be used as a model home by a builder.

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9. **NUISANCES:** NO noxious or offensive activity shall be carried out on any homesite or anywhere within the boundaries of the subdivision, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of ANY moped, motorcycle, off-road vehicle, all terrain vehicle or similar item on any lot or on any street within the boundaries of the subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed by the driver and legal on public thoroughfares.

10. **TEMPORARY AND OTHER STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any homesite at any time as a residence, either temporarily or permanently. No animal kennel, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similar activity is permitted. No solar panels (if visible beyond the lot boundaries), satellite discs larger than twenty-four (24) inches in diameter, or signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on any homesite (except regarding model homes). No exterior antennas are permitted except that a temporary television antenna is permitted until cable television service is available to the lot in question. At such time that cable television service becomes available, then any exterior antennas must be immediately removed. Temporary structures used by builders during construction of the residence shall be allowed to remain during the building period only. No sales trailers or other structures are permitted except for use by J.R. LAZARO BUILDERS, INC. for sales of lots in the Subdivision.

11. **GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on days of trash collection. Trash collection will be done by one refuse company as determined by J.R.L.B. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash.

12. **LANDSCAPING AND HOMESITE MAINTENANCE:** All homesites, whether improved or not, shall be kept mowed by the owner or representative during the months of April through October on a schedule such that no growth in excess of twelve (12) inches is permitted. Lot owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets or fall on adjacent properties. It is expressly prohibited for any lot owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials to any other lot at any time, including during the final grading and seeding operations.

13. **VEHICLE REGULATIONS:** No vehicle of more than 1 ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any homesite for more than three (3) consecutive days unless kept within a garage, this includes any vehicle that is not in operational condition and bearing the current year's

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license plate. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

14. **ANIMALS:** No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence at all times. In any event, NO animals, livestock, or poultry shall be raised, bred, or kept on any homesite for any commercial purpose of if they cause a disturbance or become a nuisance to the adjacent lot owners. Any dog that is permitted outside MUST remain within a fenced yard (no outdoor animal kennel is permitted). Should pet be walked by leash, any debris or animal waste resulting from the pet shall be cleaned up, removed, and disposed of by the owner of said animal.

15. **WATER SUPPLY:** No individual water supply system shall be permitted on any homesite.

16. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any homesite.

17. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways, 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 them at points twenty-five (25) feet from the intersection of the street line or in case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any homesite within ten feet from the intersection of a street's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

18. **FENCES:** No fence shall be erected unless it has been approved by the Architectural Committee and all fences shall be kept in good repair and erected without hindrance or damage to any other property. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no closer than five (5) feet from the adjacent property lines (both side and rear). Fences in easements are erected at owners risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the utilities for which the easements are reserved. No galvanized chain link fences will be allowed. Any chain link fence installed must be black vinyl coated and not exceed forty-eight (48) inches in height.

19. **SIDEWALKS AND DRIVEWAYS:** All lots must have concrete sidewalks across the front property line meeting Hendricks County Standards and paved driveways (either

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blacktop or concrete) prior to occupancy of the dwelling

20. **STORAGE TANKS:** Oil, gas or any other storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

21. **SWIMMING POOLS:** No swimming pool or associated structure shall be erected or placed on any homesite until the construction plans, including plot plan have been approved by the Architectural Committee. No above ground pool is permitted. Below ground pools shall be fenced or have automatic pool covers for the safety of other residents.

22. **MAILBOXES:** It is the responsibility of the lot owner to install mailboxes meeting standards established by the Architectural Committee. At the time of approval of the building plans, the Architectural Committee will include in the approval letter the specifications to be followed and names of any approved vendors known to be able to supply approved mailboxes and posts. Paper boxes are to be constructed of wood and painted to match the post. No plastic paper boxes will be allowed.

23. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument signed by ALL owners of the lots in the referenced section(s) of SHILOH CREEK ESTATES may be recorded to change any covenant in the referenced section(s).

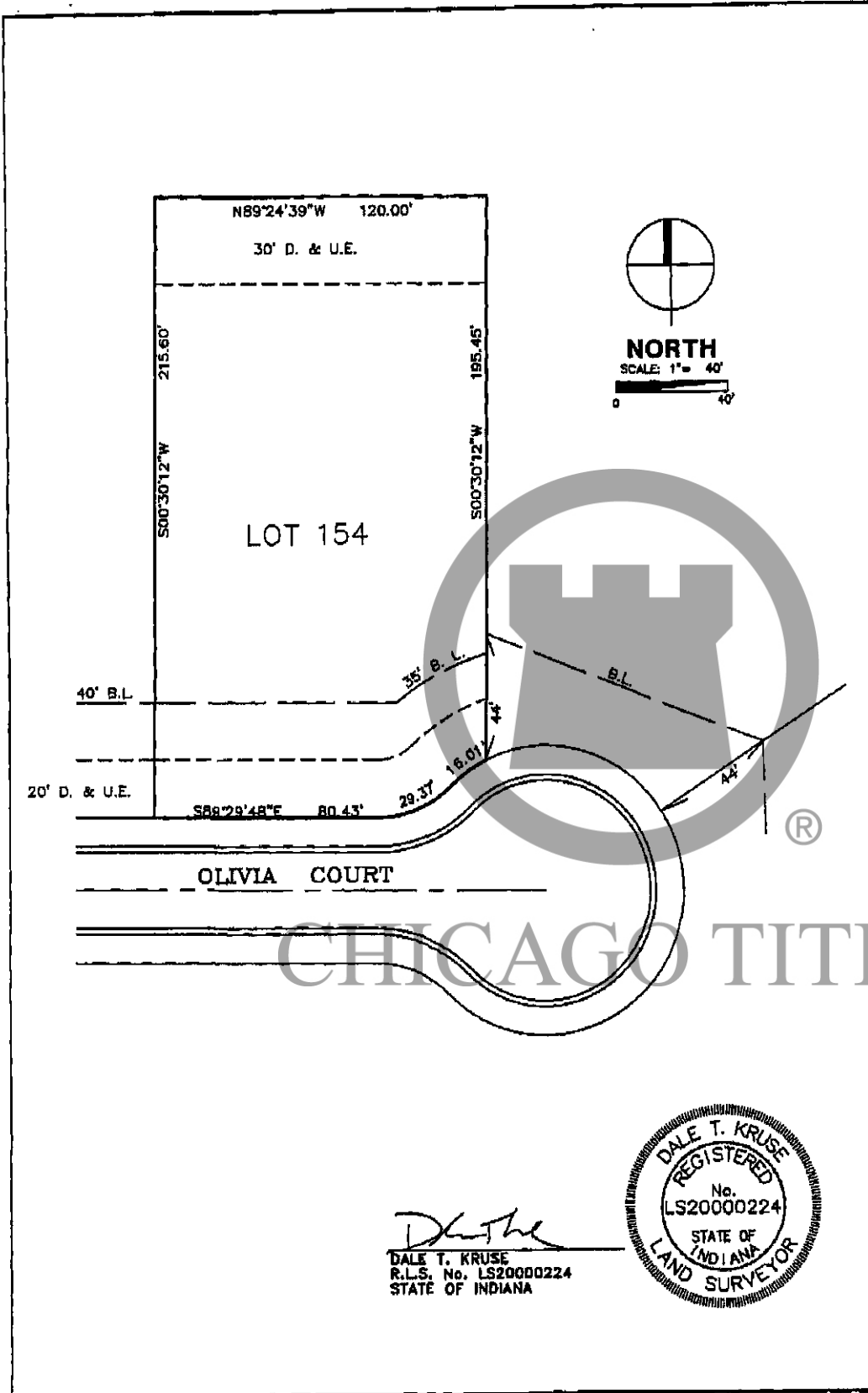
24. **ENFORCEMENT:** If the owner of any lot in the Subdivision shall attempt to violate any other covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or equity against other person(s) violating any such covenant and either prevent such violating owner from doing so or to recover any damages or other dues for such violation. It is solely the responsibility of the lot owners and the Association to monitor compliance with these covenants and J.R. LAZARO BUILDERS, INC. has no obligation in this regard beyond its role in the Maintenance Committee and Architectural Committee as defined in these covenants. ®

25. **SEVERABILITY:** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

CHICAGO TITLE

Instrument
200600012458

PG 2 OF 2



CHICAGO TITLE

D. Kruse
 DALE T. KRUSE
 R.L.S. No. LS20000224
 STATE OF INDIANA



DATE: 05-08-08	DRAWN: MAF	CHECKED: DTK	DATE:	REVISION:	BY:
KRUSE CONSULTING, INC. Civil Engineers & Land Surveyors 150 NORTH STATE ROAD 287, SUITE 240 AVON, INDIANA 46123-9531 (317) 272-8508 • FAX (317) 272-2410			CERTIFICATION OF CORRECTION TO RECORDED PLAT FOR LOT 154 SHILOH CREEK ESTATES, SECTION NINE		JOB NUMBER 0102-154 PAGE 2 OF 2



200909824
PAUL T HARDIN
HENDRICKS COUNTY RECORDER
04/22/2009 02:34:09PM

DULY ENTERED
FOR TAXATION

APR 22 2009

Cinda Kattaw
AUDITOR HENDRICKS COUNTY

CROSS REFERENCE
Inst. No. 20061245B
CERTIFICATION OF CORRECTION TO RECORDED PLAT
FOR
SHILOH CREEK ESTATES, SECTION NINE

PAGE 1 OF 2

The undersigned, a Registered Land Surveyor in the State of Indiana, hereby certifies that he has reviewed the plat of Shiloh Creek Estates Section Nine, a subdivision in Washington Township, Hendricks County, Indiana; recorded in Plat Cabinet 5, slide 77, page 2, in the office of the Hendricks County Recorder, and that a scrivener's error exists in the Platted Building Setback Line as recorded.

The Scrivener's error occurs in the north (front) building setback line of Lot 150. The north building setback line was incorrectly labeled as 50 feet. The correct building setback line should be as shown on the attached drawing.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law.

So certified this 22nd day of April, 2009.

Dale T. Kruse
Dale T. Kruse
R.L.S. 20000224, Indiana

THIS PLAT HAS BEEN REVIEWED AND
IS HEREBY RELEASED FOR RECORDING
DATE: *04/22/09*

[Signature]
HENDRICKS COUNTY ENGINEER

State of Indiana)
) SS:
County of Hendricks)

Before Me, a Notary Public in and for said County and State, appeared Dale T. Kruse, Indiana Land Surveyor #20000224, who acknowledged the execution of this instrument this 22nd day of April, 2009.

Margaret Fentz
Notary Public Signature

Margaret Fentz
Printed Name

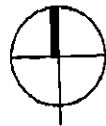


County of Residence: Hendricks My Commission Expires: 08-26-2016

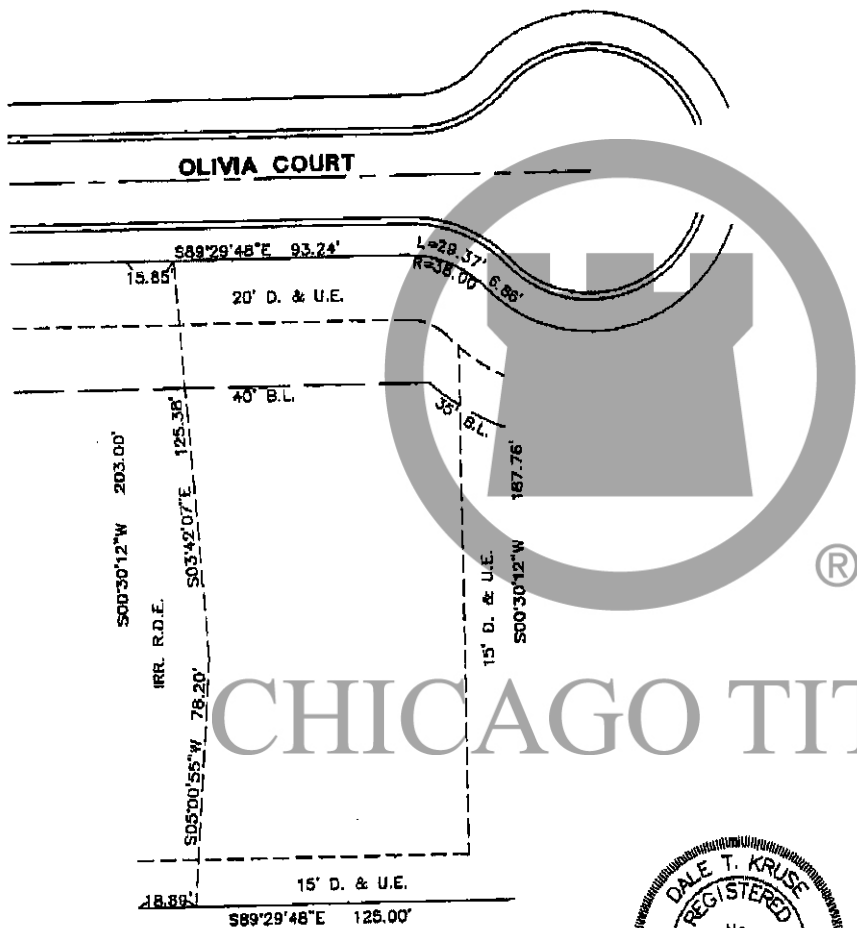
Prepared by: Dale T. Kruse
Kruse Consulting, Inc.
7384 Business Center Drive
Avon, Indiana 48123

15-
242

200909824 2



NORTH
SCALE: 1" = 40'



CHICAGO TITLE



Dale
 DALE T. KRUSE
 R.L.S. No. LS20000224
 STATE OF INDIANA

DATE: 04-21-09	DRAWN: MAF	CHECKED: DTK	DATE:	REVISION	JOB NUMBER	BY
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CERTIFICATION OF CORRECTION TO RECORDED
 PLAT FOR LOT 150 SHILOH CREEK ESTATES,
 SECTION NINE

0102-150
 PAGE
 2 OF 2