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DECLARATION OF RESTRICTIONS

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SUTTON PLACE

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HAMILTON CO. IN

THE UNDERSIGNED, E.F.S. partnership, an Indiana partnership ("A" attached hereto and made a part hereof, ("The Real Estate"), "The Real Estate" shall be developed by "Sutton Place Joint Venture" (hereafter called the "Developer") comprised of E.F.S. and Land Innovators Co., (an Indiana Limited Partnership) as joint ventures. The owner certifies that it has laid off, platted and subdivided and hereby lays off, plats and subdivides "The Real Estate" in accordance with the plat of the "Sutton Place" as an addition in Hamilton County, Indiana. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions, and limitations are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Development and anyone at anytime owning any part or portion of such land. All streets shown and not heretofore dedicated, are hereby dedicated to the public for its use.

1. There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plat. Robert N. Thompson, John W. Whitlock and James M. Franco, or their duly authorized successors, shall constitute the Committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove the building plans, specifications, and plot plans and designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the committee shall be elected by a majority vote of the owners of the lots located in Sutton Place with the owners entitled to one vote for each lot owned by them. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The committee shall consist of not more than three people.

The duties and the responsibilities of the Committee are as follows:

- a. The Committee shall regulate the external appearance, use, location, and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner

as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions. The developer shall maintain area designated Block "A" until land and responsibility for maintenance is turned over to the association.

- b. The Committee may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans, or other pertinent information as it affects the Committee's responsibilities.
- c. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons therefor.
- d. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in this declaration.
- e. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

2. No construction shall be commenced nor any building or fence be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan, and landscaping plan, showing the location of all the construction, structures, drives, walks, landscaping, and drainage have been approved as to the compatibility with existing structures and compliance with these restrictions in accordance with the procedures for such adopted by the Committee. If the Committee fails to act upon complete plans within thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted.