

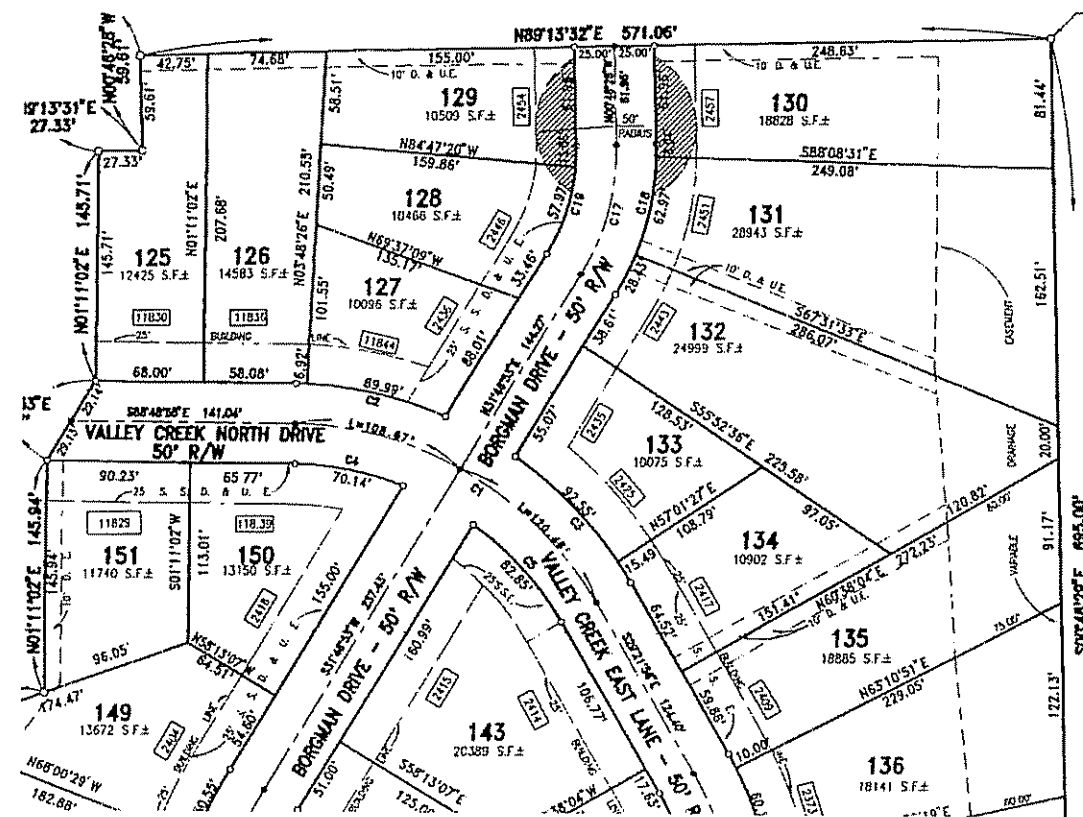
15 210-65

Re Record to Add Comments

980066070

VALLEY CREEK - SECTION FIVE RECORD PLAT

980062166



NE CORNER E 1/2 SE 1/4
SEC. 27-116N-R5C
(HARRISON MONUMENT FOUND)

STREET CURVE DATA

CURVE	LENGTH	DELTA	RADIUS	TANGENT	CHORD
C1	270.13'	59°27'02"	220.82'	126.08'	218.99'
C2	96.91'	22°35'16"	245.82'	49.09'	99.28'
C3	108.03'	25°10'50"	245.82'	54.00'	107.17'
C4	70.14'	20°31'24"	195.82'	35.45'	69.77'
C5	82.85'	24°14'27"	195.82'	42.05'	82.23'
C6	89.67'	25°41'19"	200.00'	45.60'	88.92'
C7	100.08'	25°41'19"	215.00'	51.30'	100.04'
C8	78.46'	25°41'19"	175.00'	39.80'	77.81'
C9	49.52'	18°54'54"	150.00'	24.99'	49.30'
C10	57.77'	18°54'54"	175.00'	29.15'	57.01'
C11	41.27'	18°54'54"	125.00'	20.82'	41.08'
C12	141.50'	28°57'18"	280.00'	72.30'	140.02'
C13	90.03'	16°54'45"	305.00'	45.34'	89.70'
C14	58.24'	13°05'10"	255.00'	29.25'	58.11'
C15	43.60'	49°57'44"	50.00'	23.30'	42.23'
C16	31.19'	35°44'44"	50.00'	16.12'	30.62'
C17	85.23'	32°33'21"	150.00'	43.80'	84.02'
C18	99.44'	32°33'21"	175.00'	51.10'	98.10'
C19	71.03'	32°33'21"	125.00'	36.50'	70.07'

LOT CURVE DATA

LOT #	LENGTH	DELTA	RADIUS	TANGENT	CHORD
125	6.92'	01°36'45"	245.82'	3.46'	6.92'
127	89.93'	20°58'30"	245.82'	45.51'	89.49'
128	57.97'	26°34'13"	125.00'	29.51'	57.45'
129	13.05'	05°59'08"	125.00'	6.54'	13.05'
130	9.04'	02°37'57"	175.00'	4.02'	9.04'
131	62.97'	20°58'30"	175.00'	31.85'	62.63'
132	28.43'	09°18'27"	175.00'	14.25'	28.40'
133	92.55'	21°34'13"	245.82'	46.83'	92.00'
134	15.49'	03°36'16"	245.82'	7.75'	15.49'
135	10.00'	02°37'49"	225.00'	5.00'	10.00'
136	60.18'	15°19'28"	225.00'	30.27'	60.00'
137	30.70'	07°49'03"	225.00'	15.37'	30.60'
139	41.27'	18°54'54"	125.00'	20.82'	41.08'
140	57.77'	18°54'54"	175.00'	29.15'	57.51'
142	78.46'	25°41'19"	175.00'	39.80'	77.81'
143	82.85'	24°14'27"	195.82'	42.05'	82.23'
144-A	58.24'	13°05'10"	255.00'	29.25'	58.11'
144-B	18.69'	18°29'30"	50.00'	8.12'	18.603'
145-A	27.51'	31°31'00"	50.00'	14.11'	27.16'
145-B	76.63'	87°48'26"	50.00'	48.12'	69.34'
146	70.76'	87°05'03"	50.00'	43.27'	65.00'
147	92.28'	60°00'00"	50.00'	28.87'	50.00'
148-A	38.79'	32°59'27"	50.00'	14.81'	28.39'
148-B	31.19'	35°44'44"	50.00'	16.12'	30.62'
149	19.48'	07°29'01"	255.00'	9.77'	19.45'
149	50.52'	09°29'44"	305.00'	25.33'	50.45'
150	79.14'	20°31'24"	195.82'	35.45'	69.77'

I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that I have conducted a survey under my direct supervision and to the best of my professional knowledge, information and belief this plat is an accurate representation of that survey and that all monuments shown thereon actually exist; and that all other requirements specified herein, done by me, have been met; and that the real estate is described as follows:

A part of the East 1/2 of the Southeast 1/4 of Section 27, Township 16 North, Range 5 East in Warren Township, Marion County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southeast corner of said 1/2 - 1/4 Section; thence North 00 degrees 46 minutes 29 seconds West (assumed bearing) along the East line of said 1/2 - 1/4 Section a distance of 1885.95 feet to the Northeast corner of Valley Creek, Section Two as per plat thereof recorded as Instrument No. 94-0998034 in the Office of the Recorder of Marion County said point being the POINT OF BEGINNING of this description (the next three (3) calls are along the Northern boundary of said Valley Creek, Section Two); South 80 degrees 33 minutes 28 seconds West a distance of 128.55 feet to a 5/8 inch capped rebar; North 82 degrees 48 minutes 51 seconds West a distance of 57.81 feet to a 5/8 inch capped rebar; South 71 degrees 50 minutes 25 seconds West a distance of 328.41 feet to a 5/8 inch capped rebar marking the Northeast corner of Valley Creek, Section Three as per plat thereof recorded as Instrument No. 98-0004344 in the Office of said Recorder; thence North 59 degrees 40 minutes 57 seconds West along the Northern boundary of said Section Three a distance of 327.35 feet to a 5/8 inch capped rebar marking the Southeast corner of Valley Creek, Section Four (the next five (5) calls are along the Eastern boundary of said Valley Creek, Section Four); thence North 08 degrees 46 minutes 11 seconds East a distance of 188.82 feet to a 5/8 inch capped rebar; North 71 degrees 07 minutes 57 seconds East a distance of 139.46 feet to a 5/8 inch capped rebar; North 01 degrees 11 minutes 02 seconds East a distance of 145.94 feet to a 5/8 inch capped rebar; North 32 degrees 04 minutes 53 seconds minutes 02 seconds East a distance of 145.71 feet to a 5/8 inch capped rebar on the Southern boundary of a 1.850 acre tract of land per Instrument No. 05-31237 in the Office of said Recorder (the next two (2) calls are along the Southern and the Eastern boundaries of said 1.850 acre tract; North 89 degrees 13 minutes 31 seconds East a distance of 27.33 feet; North 00 degrees 46 minutes 29 seconds West a distance of 58.61 feet to the North line of the East 1/2 of said Southeast 1/4; thence North 85 degrees 33 minutes 32 seconds East along the North line of the East 1/2 of said Southeast 1/2 a distance of 571.06 feet to a Harrison monument marking the Northeast corner of said 1/2 - 1/4 Section; thence South 00 degrees 46 minutes 29 seconds East along the East line of said 1/2 - 1/4 Section a distance of 695.00 feet to the POINT OF BEGINNING. Containing 11.810 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 27 lots numbered 125 thru 151 inclusive, the dimensions are shown in feet and decimal parts thereof.

I, further certify that to the best of my professional knowledge, information and belief this subdivision plat contains no changes from the matters of survey revealed by the survey recorded as Instrument No. 930022969 in the Office of the Recorder of Marion County, Indiana, except as listed as follows:

CERTIFIED: January 30, 1997

Notarized this 4-10-98
by Rachel E. Gearing
Rachel E. Gearing
9-29-98 Expiration
Hancock County



Philip D. Gearing
Philip D. Gearing, Registered
Land Surveyor 152940003

980062166

980066070

VALLEY CREEK - RECORD F

980066070

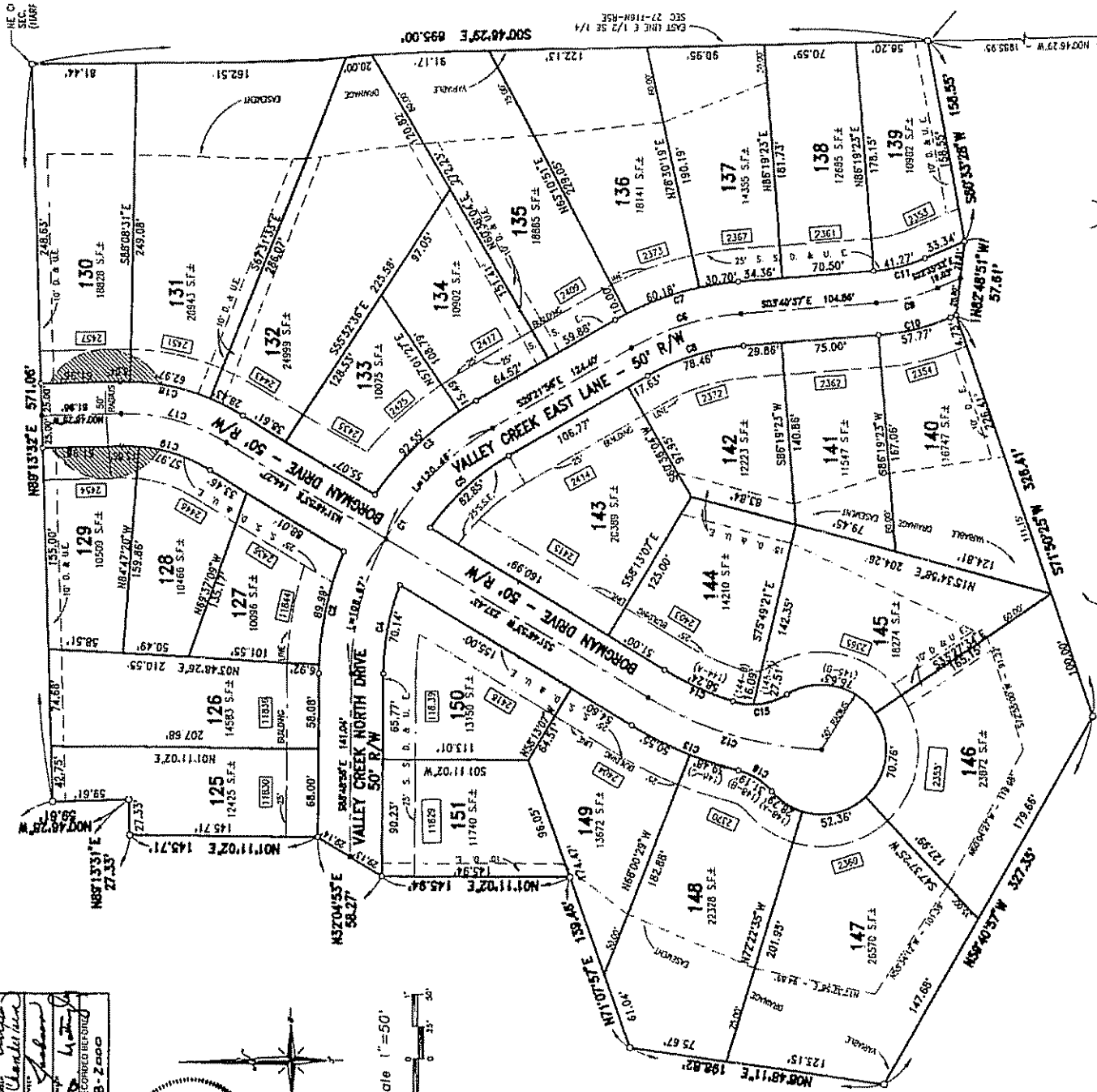
Revised to Add Conventions

FINAL APPROVAL
 PLAT COMMITTEE
 DEPARTMENT OF LAND & CONSERVATION
 MARION COUNTY, INDIANA
 4-12-19-98

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED

[Signatures]

4-B-2000



VALLEY CREEK - SECTION TWO
 INSTRUMENT NO. 94-0080034

RECEIVED 7:30 A.M. MONDAY
 98 APR 22 PM 12:20
 JOAN K. HOFFER, CLERK
 MARION COUNTY, INDIANA

SCALE:	SUN
1" = 50'	
DRAWN BY:	JP
CHECKED BY:	GOING

980066070

980066070

VALLEY CREEK

The undersigned, SUNRISE REAL ESTATE DEVELOPMENT CORP.

(Declarant), an Indiana corporation, being the owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as VALLEY CREEK, SECTION FIVE, an addition in Indianapolis, Marion County, Indiana. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the real estate described in this plat:

- All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
- Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.
- There are strips of ground as shown on the within plat marked "D & U.E." (drainage and utility easement), strips of ground marked "Sanitary Sewer Easement" or "S.S.E.", and strips of ground marked "Landscape Easement" or "L.E.", either separately or in any combination of the same. Such strips of ground are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed and organized and hereinafter defined), as follows:

(A) "Utility Easements", or "U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility installations for the purpose of furnishing utility services; such Utility Easements may also be used for all purposes for which Drainage Easements and Sanitary Sewer Easements may be used hereunder.

(B) "Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder.

(C) "Sanitary Sewer Easements", or "S.S.E.'s", are created for the use of the public utility company or governmental agency having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains and other facilities serving this subdivision, for the installation, maintenance, repair and replacement of such facilities; such Sanitary Sewer Easements may also be used for all purposes for which Utility Easements and Drainage Easements may be used hereunder; and

(D) "Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association (if and when formed and organized) for the installation, construction, maintenance, repair, reconstruction and replacement of earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways, and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party creating and maintaining the same and subject to the rights and easements herein and hereby created.

- The use of all lots in this subdivision shall be in accordance with the Zoning Ordinance of Marion County, Indiana and any amendments thereto (the "Zoning Ordinance"), subject to any variances, waivers or special exceptions to the terms of the Zoning Ordinance at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so. Every lot in this subdivision, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes. Each owner of a lot shall use and occupy his respective lot in a careful, safe and proper manner and keep such lot in a clean and safe condition in accordance with this plat, the Zoning Ordinance, all health, fire and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No owner shall conduct, or permit any person to conduct, any unlawful activity in this subdivision.

- No lots shall hereafter be subdivided or re-subdivided into parcels so as to create additional residential lots greater than the number of lots shown hereon.

No sign or billboard, except professional signs or "FOR SALE" signs erected by a builder or duly licensed real estate broker shall be erected or placed on any lot in this subdivision, and no barn, stable or other outbuilding housing domestic animals or poultry, except household pets, shall be erected thereon. However, this restriction shall not be deemed, construed or interpreted to prevent, preclude or restrict any structures, including signs, erected or maintained by the Declarant or the Homeowners Association in any Landscape Easement shown on this plat.

- No trailer, tent, basement, mini-barn, storage shed, garage or other outbuilding erected on any lot in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character, except those utilized by Declarant or a builder of a residence, be erected on any lot. No overnight camping shall be permitted within the subdivision.

No fence, wall, hedge, tree or shrub planting which abstracts sight lines of 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 right of way 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 right of way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right of way line with the edge of the driveway pavement or alley way. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained of sufficient height to prevent obstruction of such sight lines.

- Fences: No fence shall be erected nearer the front lot line of a lot than the front line of the principal residence erected on such lot, and fences shall be no more than 42" above grade; provided, however, that a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length, may be installed in front of the front line of such principal residence, and fences enclosing inground swimming pools may be six (6) feet in height. All fences erected on any lot within this subdivision must first be approved by the Architectural Committee (hereinafter defined).

Landscape: The front yards of all homes must be landscaped, and plans for all front yard landscaping must be submitted to and approved by the Architectural Committee, as hereinafter defined. All front yard landscaping shall be installed by the builder concurrently with the original construction of the principal residence on each lot, and shall be installed not later than the date of initial occupancy of such residence, weather permitting.

- Nuisances: No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

All yard dimensions and restrictions shall be in accordance with the Zoning Ordinance, subject to any variances, waivers or special exceptions thereto at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so.

- The minimum enclosed and finished livable area (exclusive of open porches and garages, which shall not be included in the livable area) for a single story house shall be 1,200 square feet and for a multiple story or multi-level house shall be 1,600 square feet, with not less than 800 square feet of livable area on the first floor. Each house shall be furnished with an attached garage for a minimum of two (2) cars.

All houses and garages shall be provided with hard-surfaced driveways with a width not to exceed the width of the garage door opening associated therewith, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the Subdivision Control Ordinance of Indianapolis, Indiana, and any amendments thereto, along (and within the right of way of) all interior streets in this subdivision upon which such owner's lot abuts (i.e., along all streets shown on this plat except Cumberland Road. Such sidewalk shall be installed by the owner or builder concurrently with the original construction of the house on a lot, and shall be fully completed and available for use not later than the date of initial occupancy of such house. Each house shall also have a continuous concrete sidewalk from the driveway to the front porch or entry way.

- There shall be, and hereby is, created and established a committee to be known as the "Valley Creek Architectural Control Committee" (herein referred to as the "Architectural Committee"), to perform the functions provided to be performed by it hereunder. Until the earliest of (a) the date upon which Declarant no longer owns any lots in this subdivision (the period of time preceding this date shall be known as the "Development Period"), (b) the date upon which Declarant voluntarily relinquishes its right to act as the Architectural Committee, or (c) July 1, 1996, Declarant (or not more than three (3) persons designated by Declarant) shall constitute, act as and perform the functions of the Architectural Committee. After the applicable date set forth in the immediately preceding sentence, the Architectural Committee shall consist of three (3) persons (all of whom must be owners of lots in this subdivision), to be elected annually (in the month following such applicable date for the balance of the then current calendar year, and in December of each year thereafter for the next succeeding

980066070

SECTION FIVE

COVENANTS

calendar year) by the owners of lots in this subdivision at a meeting called for such purpose by the Architectural Committee or by the owner of any lot. At such meeting the owners of each lot shall be entitled to one (1) vote for each lot owned for each member of the Architectural Committee to be elected, and the three (3) persons receiving the greatest number of votes from among those owners present in person or by proxy and voting shall be deemed elected. Cumulative voting shall not be allowed. Members of the Architectural Committee shall serve for the term for which they were elected, and until their successors are duly elected. In the event of the death, disability or resignation of any member of the Architectural Committee (and any member thereof shall be conclusively presumed to have resigned if he no longer owns any lot in this subdivision), the remaining member or members shall select the successor or successors to fill the vacancy or vacancies created, until the next election. A majority of the members of the Architectural Committee shall constitute a quorum for any approval or disapproval, or the taking of any other action, and the decision of a majority of such members shall control without exception and be final, conclusive and binding.

No construction shall be commenced, nor any building, structure or other improvements (including, without limitation, fences, walls, basketball goals, driveways, and walkways) be erected, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the building plans (including the landscaping plans), specifications (including colors and proposed materials) and plot plans showing the location, size and location and drainage, have been submitted in writing to and approved in writing by the Architectural Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat; provided, however, that mini-barns, storage sheds, and such similar detached structures shall not be permitted to exist on any lot within this subdivision, except as may be constructed by Declarant or as otherwise existing as of the date hereof. If the Architectural Committee fails to act upon any plans properly submitted to it for its consideration within a period of fourteen (14) days after the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Architectural Committee nor any of its members shall be entitled to any compensation for the consideration of any plans submitted to it or for any approval given by it hereunder. Neither the Architectural Committee, nor any member thereof, nor any agent thereof, nor the Declarant 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 Architectural 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 as reflected on any plans, specifications or other materials submitted to it. The Architectural Committee shall have the right, in its approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein if, in its discretion, it determines that such exceptions, waivers and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision; provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matter required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code, or otherwise.

No feet pumps, air-conditioning units, gas meters or other utility structures or appurtenances shall be installed in front of the front line of the principal residence erected on any lot. Every effort shall be made to locate such items at least 15 feet back from the front line of such principal residence. Architectural or landscape screens shall be constructed or provided to shield the aforementioned items from view from the street and from adjacent properties.

No roof shall be installed having a roof pitch of less than 5/12 unless a lesser pitch is specifically approved by the Architectural Committee.

Any storm doors or storm windows installed on or used in connection with any building on any lot and not initially installed by Declarant or a builder concurrently with the original construction, must be approved by the Architectural Committee. All garage doors within the subdivision shall be of a paneled design and are subject to approval by the Architectural Committee.

If exterior fixtures shall be enclosed in wood, brick or masonry. All plumbing vent stacks shall be located to the rear of the house. No sump pump lines, water softener lines or other drains shall empty into any street.

21. Each residence shall be provided with a mailbox to be furnished and installed by the builder concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design approved by the Architectural Committee. Unless specifically written approval is given by the Architectural Committee, no names, designs or other ornamentation shall be placed on any mailboxes or their supporting posts or structures other than street address numbers.

22. The owner of each lot shall, at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements on his lot in such a manner as to prevent his lot and structure and improvements thereon, from becoming unsightly and, specifically, such owner shall re-stain and re-strain any surface of improvements or structures where such surface color is faded or is flaking or peeling away from the improvement or structure, or repair or replace any such improvement or structure if damaged (i.e. dents in metal garage doors).

23. The placement on any lot of swimming pools, hot tubs or like facilities and related equipment must be approved in writing by the Architectural Committee. No above-ground swimming pools will be allowed or permitted. Any structures used to house swimming pool plumbing equipment shall be subject to the approval of the Architectural Committee. Such structures shall not be larger than necessary to house such equipment.

24. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes (except as permitted as provided below)) shall be allowed or permitted on the exterior of any building or on any lot; provided, however, satellite receiving dishes having a diameter of three (3) feet or less shall be permitted subject to the approval of the Architectural Committee as provided in Section 15 hereof.

25. No parking of any vehicles, other than in a garage, will be permitted on any lot other than in the driveway of the respective lot. Such parking shall only be available for vehicles, duly registered and licensed automobiles for which there is not available room in an owner's garage. No other vehicles (including, without limitation, automobiles, vans, trucks, campers, motorcycles, motor homes, boats and trailers) shall be placed, parked or stored on a lot at any time outside of the garage on such lot without the approval of the Architectural Committee, which may be withheld for any reason. No on-street parking shall be permitted for more than twenty-four (24) consecutive hours for any vehicles.

26. No clothes, sheets, blankets, laundry of any kind, or other article shall be placed, located or hung out on a lot so as to be visible from outside such lot.

27. No farm animals, fow, or domestic animals, other than household pets, shall be permitted to be kept within this subdivision. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of the lot of the owner of such pet. Owners shall be required to control their pets so that they are not and do not become a nuisance to the neighborhood, including, without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

28. The within covenants, limitations and restrictions may be amended at any time, and from time to time, by the approval of such amendment by the owners of at least two-thirds of the lots in this subdivision; provided, however, that any such amendment hereto during the Development Period shall require prior written approval of Declarant.

29. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns. Declarant, the Homeowners Association, the Architectural Committee, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2012, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

30. In addition to the covenants, contained in this plat, lots 1 and 149 in this subdivision and the future become subject to and restrictions contained or Declaration of Covenants, Re Obligations which Declarant, office of the Recorder of Mc Declaration), providing for repair, operation and administration, which may hereinafter be amended by the laws of the State of Indiana (the "Lake Association"), of lakes and adjacent shoreland on the within plat, and for thereof by the owners of the Lake Association, as set forth in the Declaration. If there is between any of the covenants contained in the Declaration or restriction contained in the Declaration or restriction contained in the Declaration, it being the intent hereof that the restrictions shall be applicable to the greatest extent possible.

31. In addition to the covenants, contained in this plat, all of this plat is or may in the future additional covenants and restrictions contained in a separate instrument, record in the Office of the Recorder of Indiana (the "Declaration"), or corporation which may be incorporated into the State of Indiana by Declarant (herein referred to as the "Homeowners Association, Inc."). Declarant shall provide for the operation and administration of improvements made or to be made and the costs thereof and all of the rights, powers, duties and obligations of the Homeowners Association, as set forth in the Declaration. If there is a conflict between any of the covenants contained in this plat and any of the covenants contained in the Declaration, the restriction contained in this plat to the extent thereof that such shall be applicable to said restriction to the extent possible.

32. The Metropolitan Development Commission, shall have no right, power, authority, or jurisdiction, over any covenants, commitments, restrictions or limitations that Development Commission, provided that such shall be construed to prevent from amending any provisions SB-40-3, as amended, or any other law, statute, ordinance, or resolution of the Plat Committee this plat by the Plat Committee

IN WITNESS WHEREOF, SUN-RISE, by its duly authorized officer, has signed this day of MARCH 1998

SUNRISE ?

By: [Signature]

STATE OF INDIANA
COUNTY OF HANDS

Before me, a Notary Public personally appeared [Signature] Sun-RISE Real Estate Development, acknowledged the execution of this instrument and on behalf of said corporation herein set forth.

Witness my hand and Notary Seal this 19th day of MARCH, 1998

My commission expires: 9-29-98

These plat restrictions were prepared by Attorney-at-Law.

APPROVED: [Signature] MARCH 4, 1998

Christine Stewart

SCALE: N/A		PROJECT: VALLEY CREEK - SECTION FIVE COVENANTS		REVISION	
DATE: JULY	CHECKED BY: GOING	CLIENT: SUN RISE DEVELOPMENT, INC.			
				A DIVISION OF GOING AND GIBSON, INC. 1705 W. MAIN STREET, GREENFIELD, IN 46140 (317) 482-4484 FAX: (317) 462-1305	

ATTENTION FIVE

Each residence shall be provided with a mailbox to be furnished and installed by the builder concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design approved by the Architectural Committee. Unless specific written approval is given by the Architectural Committee, no names, designs or other ornamentation shall be placed on any mailboxes or their supporting posts or structures other than street address numbers.

The owner of each lot shall at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements on his lot in such a manner as to prevent his lot, and structure and improvements thereon, from becoming unattractive and, specifically, such owner shall re-paint and re-stain any surface of improvements or structures where such surface color is faded or is flaking or peeling away from the improvement or structure, or repair or replace any such improvement or structure if damaged (i.e. dents in metal garage doors). No placement on any lot of swimming pools, hot tubs or like facilities and related equipment must be approved in writing by the Architectural Committee. No above-ground swimming pools will be allowed or permitted. Any structures used to house swimming pool plumbing equipment shall be subject to the approval of the Architectural Committee. Such structures shall not be larger than necessary to house such equipment.

A exposed television, radio or other antennas (including, without limitation, satellite receiving dishes (except as permitted as provided below)) shall be allowed or permitted in the exterior of any building or on any lot; provided, however, satellite receiving dishes having a diameter of three (3) feet or less shall be permitted to the approval of the Architectural Committee as provided in section 15 hereof.

No parking of any vehicles, other than in a garage, will be permitted on any lot other than in the driveway of the respective lot. Such parking shall only be available for portable, duly registered and licensed automobiles for which there is not available room in an owner's garage. No other vehicles (including, without limitation, automobiles, vans, trucks, campers, motorcycles, motor homes, boats and trailers) shall be placed, parked or stored on a lot at any time outside of the garage on such lot without the approval of the Architectural Committee, which may be withheld for any reason. No on-street parking shall be permitted for more than twenty-four (24) consecutive hours for any vehicles.

No clothes, sheets, blankets, laundry of any kind, or other article shall be placed, located or hung out on a lot so as to be visible from outside such lot.

No farm animals, fowl, or domestic animals, other than household pets, shall be permitted to be kept within this subdivision. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of the lot of the owner of such pet. Owners shall be required to control their pets so that they are not and not become a nuisance to the neighborhood, including, without limitation, noise produced by such pets. Owners are to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

No covenants, limitations and restrictions may be imposed at any time, and from time to time, by the approval of such amendment by the owners of at least two-thirds of the lots in this subdivision; provided, however, that any such amendment hereto during the Development Period shall require a three-fourths approval of Declarant.

No covenants, limitations and restrictions are to be imposed on the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by Declarant together with the right to cause the removal by Declarant of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns, Declarant, the Homeowners Association, the Architectural Committee, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, or any party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2012, at which time all covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Validation of any of the covenants, limitations and restrictions contained herein by judgment of court order shall in no way affect any of the other provisions which all remain in full force and effect.

30. In addition to the covenants, limitations and restrictions contained in this plat, lots 140, 141, 145, 146, 147, 148, and 149 in this subdivision (the "Lake Lots"), one or more in the future become subject to certain additional covenants and restrictions contained or to be contained in a certain Declaration of Covenants, Restrictions and Maintenance Obligations which Declarant may hereafter record in the office of the Recorder of Marion County, Indiana (the "Lake Declaration"), providing for the maintenance, upkeep, repair, operation and administration by a not-for-profit corporation which may hereafter be incorporated under the laws of the State of Indiana by Declarant under the name "Valley Creek Lake Association", or a name similar thereto (the "Lake Association"), of the water, gullies, ponds or lakes and adjacent shoreline created by Declarant as shown on the within plat, and for the equal sharing of the costs thereof by the owners of the Lake Lots, and subject further to all of the rights, powers, duties and obligations of the Lake Association, as set forth or to be set forth in the Lake Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Lake Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

31. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in a separate instrument which Declarant may hereafter record in the office of the Recorder of Marion County, Indiana (the "Declaration"), providing for a not-for-profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the name "Valley Creek Homeowners Association, Inc.", or a name similar thereto (herein referred to as the "Homeowners Association"). The Declaration shall provide for the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of or installations and improvements made or to be made by Declarant, and for the sharing of the costs thereof by the owners of certain lots and properties benefited thereby, and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

32. 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.

IN WITNESS WHEREOF, SUNRISE REAL ESTATE DEVELOPMENT CORP., by its duly authorized officer, has executed this instrument this 10th day of March, 1998.

SUNRISE REAL ESTATE DEVELOPMENT CORP.
By: *[Signature]*
SECRETARY

STATE OF INDIANA)
COUNTY OF Hancock) SS:

Before me, a Notary Public in and for such County and State, personally appeared *[Signature]*, Secretary of Sunrise Real Estate Development Corp., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 10th day of March, 1998.
[Signature]
Notary Public

My commission expires: 9-29-98 My county of residence is: Hancock

These plat restrictions were prepared by Lewis E. Willis, Jr., Attorney-at-Law.

APPROVED: MAR 16 1998
Christine Stewart

ACCURA
LAND SURVEYING, INC.
A DIVISION OF GOING AND GIBSON, INC.
1105 W. MAIN STREET, GREENFIELD, IN 46140 (317) 462-4464
FAX: (317) 462-1305

REVISIONS	
SHEET NUMBER	DATE
3	JANUARY 30, 1997
JOB NUMBER	19328