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Martha Q. Womack

WANDA MARTIN  
MARION COUNTY AMENDED AND RESTATED  
PLAT COVENANTS AND RESTRICTIONS

THE ARBORS ON BLUFF

The undersigned, The Arbors on Bluff, LLC, an Indiana limited liability company ("Arbors") and DAVIS HOMES, LLC, an Indiana limited liability company ("Davis") (Arbors and Davis being hereinafter collectively referred to as the "Developer"), as their interests may appear, are the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for THE ARBORS ON BLUFF which is filed of record JULY 2, 1999 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as The Arbors on Bluff. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Arbors on Bluff, dated June 30, 1999 and recorded on JULY 2, 1999 as Instrument No. 99-0127343, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of The Arbors on Bluff Association, Inc. (the "Association") set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the Development Period for access to and construction, maintenance, operation, repair and control of any retention and detention ponds and improvements comprising and/or related to the storm water drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Capital Asset Management and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Capital Asset Management and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 2. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.
3. SIGN & LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Sign & Landscape Easements". Such Sign & Landscape Easements are hereby created and reserved: (a) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, signs, lighting, irrigation and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, signs, lighting, irrigation and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structures or improvements, including without limitation piers, decks, walkways, patios and fences shall be erected or maintained upon said Sign & Landscape Easements.
4. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. The building setback lines are established on the Plat. No building shall be erected or

maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front and rear yard set backs shall be as designated on the Plat. The minimum side yard setback shall be five (5) feet.

5. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No Residence Unit constructed on a Lot shall have less than One Thousand One Hundred Fifty (1,150) square feet of total living area, exclusive of garages, carports and open porches. The maximum height of any Residence Unit constructed on a Lot shall be thirty-five (35) feet. The maximum height of any residential accessory building shall be twenty (20) feet.
6. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof other than home occupations permitted pursuant to the applicable zoning classification affecting the Subdivision. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and expressly permitted residential accessory buildings.
7. ACCESSORY AND TEMPORARY BUILDINGS. Except as used by Developer or its designees pursuant to Section 14.3 of the Declaration, no trailers, shacks, outhouses or unenclosed or unattached accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision. Also, no mini-barns shall be permitted within the Subdivision without the express written consent of the Architectural Review Committee in each case.
8. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.
9. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.
10. VEHICLE PARKING. No camper, motor home, commercial truck (over 3/4 ton load capacity), trailer, boat, personal watercraft, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

12. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
13. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.
14. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.
15. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.
16. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots. No filling, regrading, piping, rerouting or other alteration of any open ditch or swale may be made without the express written consent of the Architectural Review Committee, and subject to the approval of the appropriate governmental entity.
17. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.
18. ANTENNA AND SATELLITE DISHES. Outdoor satellite dishes shall be permitted in the Subdivision; provided however, that the (i) diameter of the satellite dish shall be no more than twenty-four inches (24"), (ii) only one (1) satellite dish shall be permitted on each Residential Unit and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision.
19. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.
20. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. Fencing around the perimeter of rear Lot areas shall be limited to four (4) feet in height. Fencing separating rear patio areas of two adjoining Residence Units shall be limited to six (6) feet in height. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other

property. Any fencing permitted to be used in the Subdivision must be of vinyl or vinyl coated material so as to minimize required maintenance and shall be of a uniform style, height and color designated by the Architectural Review Committee. No fencing shall extend into a yard, fronting onto a street, closer to the street than the front corner of the residence. Any fences erected in easements are erected at the Owner's risk since such fences may be partially or completely torn down by the others if they interfere with the installation, operation and/or maintenance of the facilities for which the easement has been reserved.

21. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.
22. SPORTS COURTS. No hard surfaced sport courts of any kind shall be permitted in the rear area except as approved by the Architectural Review Committee.
23. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.
24. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture within the Subdivision and shall provide for projection of light so as not to create a glare, distraction or nuisance to any Owner or other property owners in the vicinity of or adjacent to the Subdivision.
25. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at 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 property 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 lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
26. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party

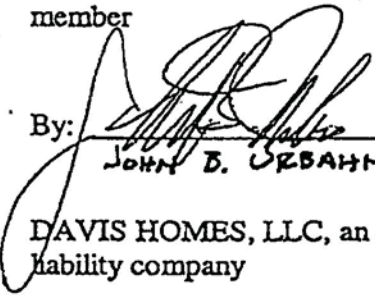
successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

27. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.
28. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.
29. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2020, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.
30. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

This Amended and Restated Plat Covenants and Restrictions of The Arbors on Bluff completely amends, replaces and supersedes that certain Plat Covenants and Restrictions of The Arbors on Bluff dated JUNE 29, 1997 and recorded JUNE 10, 1999 as Instrument No. 99-011-3219 in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 30<sup>th</sup> day of June, 1999.

The Arbors on Bluff, LLC, an Indiana limited liability company, by its manager-member

By:   
JOHN D. SEBAHNS

DAVIS HOMES, LLC, an Indiana limited liability company

By:   
Chris White, Vice President

APPROVED THIS 2nd  
DAY OF July 19 99  
PERRY TOWNSHIP ASSESSOR  
John B. [Signature] DRAFTSMAN



STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for the State of Indiana, personally appeared John B. Ustahn, the manager-member of The Arbors on Bluff, LLC, an Indiana limited liability company, who acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such limited liability company for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 30<sup>th</sup> day of June, 1999.

My Commission expires: 12/12/99

Maxine H. Webb  
Notary Public

I am a resident of Hamilton County

MAXINE H. WEBB  
Printed





STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for the State of Indiana, personally appeared Chris White, the Vice President of Davis Homes, LLC, an Indiana limited liability company, who acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such limited liability company for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 30 day of June, 1999.

My Commission expires: 2/3/2008

Michael Mates III  
Notary Public

I am a resident of Marion County

MICHAEL MATES III  
Printed

This instrument was prepared by BARBARA WOLENTY  
8888 KEYSTONE CROSSING SUITE 710  
INDIANAPOLIS, IN. 46240

The Arbors on Bluff

Section 1

PART OF THE NORTHEAST QUARTER OF SECTION 15, T14N, R3E

Commencing at the Southwest corner of said Quarter Section; thence North 88 degrees 37 minutes 23 seconds East (assumed bearing) along the South line of said Quarter Section 209.11 feet to a point on the centerline of Bluff Road, said point also being on the Eastern boundary of a parcel conveyed to Crossmann Communities, Partnership, recorded as Instrument #96-23767 in the Office of the Recorder of Marion County, Indiana; thence along said centerline and along said parcel for the next (6) courses; (1) North 37 degrees 34 minutes 18 seconds East 748.77 feet to the POINT OF BEGINNING of this description; (2) North 37 degrees 34 minutes 18 seconds East 70.88 feet; (3) North 33 degrees 18 minutes 25 seconds East 330.00 feet; (4) North 27 degrees 17 minutes 11 seconds East 99.00 feet; (5) North 21 degrees 58 minutes 02 seconds East 198.00 feet; (6) North 17 degrees 21 minutes 15 seconds East 103.93 feet; thence North 89 degrees 02 minutes 44 seconds East along the South line of said parcel 822.58 feet to a point on the Western right-of-way line of the Indianapolis Southern Railway; thence South 10 degrees 39 minutes 28 seconds East along said right-of-way 678.02 feet; thence South 79 degrees 20 minutes 32 seconds West 184.63 feet to a point on a curve concave northeasterly, the radius point of said curve being North 69 degrees 58 minutes 42 seconds East 400.00 feet from said point; thence northerly along said curve 17.29 feet to a point on said curve, the radius point of said curve being North 72 degrees 27 minutes 18 seconds East 400.00 feet from said point; thence South 88 degrees 37 minutes 23 seconds West 265.03 feet; thence South 40 degrees 20 minutes 49 seconds West 129.71 feet; thence South 01 degrees 22 minutes 37 seconds East 33.06 feet; thence North 89 degrees 36 minutes 20 seconds West 406.31 feet; thence North 33 degrees 18 minutes 25 seconds East 217.27 feet; thence North 56 degrees 41 minutes 35 seconds West 120.00 feet; thence South 33 degrees 18 minutes 25 seconds West 35.68 feet; thence North 56 degrees 41 minutes 35 seconds West 50.00 feet to a point on a curve concave Westerly, the radius point of said curve being North 56 degrees 41 minutes 35 seconds West 10.00 feet from said point; thence northwesterly along said curve 15.71 feet to the point of tangency of said curve, the radius point of said curve being South 33 degrees 18 minutes 25 seconds West 10.00 feet from said point; thence North 56 degrees 41 minutes 35 seconds West 95.00 feet; thence South 78 degrees 18 minutes 25 seconds West 35.36 feet; thence South 33 degrees 18 minutes 25 seconds West 221.73 feet; thence South 37 degrees 34 minutes 18 seconds West 73.49 feet; thence North 52 degrees 25 minutes 42 seconds West 70.00 feet to the place of beginning, containing 16.526 acres, more or less.

EXHIBIT A

METES/29920SE1  
Rev September 11, 1998  
SRB (R) WAB (F)  
Rev March 9, 1999  
Rev May 5, 1999