

DECATUR COMMONS SUBDIVISION
SECTION ONE & SECTION TWO
DECLARATION OF COVENANTS AND RESTRICTIONS

The Undersigned, DECATUR COMMONS, INC., by its officers and directors, an Indiana Corporation (hereinafter the "Developer"), Owner of said real estate shown and described herein (hereinafter the "Real Estate"), hereby certifies that it has laid off, platted and subdivided and hereby lays off, plats and subdivides said real estate in accordance with this plat and certificate. This Subdivision shall be known and designated as DECATUR COMMONS SECTION TWO, an addition to the City of Indianapolis, Marion County, Decatur Township, Indiana, and all streets not heretofore dedicated are hereby dedicated to the public. In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions are hereby imposed upon and shall run with the land included in this Subdivision, and shall be binding upon the development and anyone at any time owning any part or portion of such land.

1. There are areas of ground on this plat marked "Utility Easements", "Drainage Easements" and "Sanitary 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), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wire, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved; (i) for the use of the Developer during the development of the Subdivision for access to and for the installation, repair and removal of a drainage system and, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this 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 surface water drainage will be unimpeded. The Sanitary Sewer Easements are hereby created and reserved; (i) for the use of the Developer during the development of the Subdivision for access to and for the installation, repair and removal of a sanitary sewer system and for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such sanitary sewer system. The delineation of the Utility Easement, Drainage Easement and Sanitary Sewer Easement areas on this 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 lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structure shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements, Drainage Easements and Sanitary Sewer Easements herein created and reserved.

2. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

3. Ownership, use and enjoyment of commons: "Commons" and "Common Areas" shall mean those areas, including Block A, Block B and Recreation Area (Lot 8) as shown on the plat of Decatur Commons Section One. Any commons depicted on the recorded plat of the Subdivision shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the Commons, is granted to the persons who are from time to time members of the Association. Ownership of any Commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Commons to the Association.

4. Building set-back lines and set-back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot of any lot than five (5) feet, with each lot having an aggregate side yard requirement of thirteen (13) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced in this item, it is strictly for convenience and information and in no instance is to be or be construed as a plat covenant and/or restriction.

5. No residence constructed on a lot herein shall have less than twelve hundred (1200) square feet of finished and livable floor area in aggregate, exclusive of porches and garages.

6. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway.

7. No trailer, shack, tent, boat, basement, garage or other 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, except that used by a builder during the construction of a residential building on the property, which temporary construction shall be promptly removed upon completion of construction of the building. No above-ground swimming pools shall be permitted to be constructed on any lot. The Committee (as herein defined) shall determine whether or not a pool shall be defined as "above-ground."

8. All lots in this Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

9. All home construction sites shall be kept free of any unnecessary trash and equipment and in a clean and orderly fashion.

10. Architectural Design and Environmental Control: No building, fences, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specification and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (hereinafter the "Committee"). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the DECATUR COMMONS area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee had approved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

11. 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. No tree shall be permitted to remain within such instances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

12. 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 the property for sale or rent, except Developer may use larger signs during the sale and development of this Subdivision.

13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot within the Subdivision, except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes, and shall be kept reasonably confined so as not to become a nuisance.

14. Following written approval from the Committee as required by paragraph 9 of the Covenants and Restrictions, and prior to the alteration, grading, construction or installation of improvements or the removal of any trees from any lot within this Subdivision, a Tree Preservation Plan ("Plan") consisting of an accurate site plan of such lot at an appropriate scale and sufficiently detailed to delineate existing trees, or tree areas, to be preserved and any trees to be removed shall be submitted to the Department of Metropolitan Development of Marion County, Indiana, for review and written approval along with and at the same time application is made for issuance of Improvement Location Permit. Prior to, during and following completion of the alteration, grading, construction or installation of improvements or any tree removal on any such lot, all requirements or conditions imposed upon receipt of written approval of the Plan shall be complied with in all respects. Only those trees designated for removal by the Plan shall be cut, removed or destroyed and all trees designated for preservation by the Plan shall be permanently maintained and preserved by owner of such lot and shall not be removed or cut down unless dead, dying, decayed or dangerous to life or property. Changes in the location of any improvements (including structures, driveways, sidewalks and the like) to be constructed on any lot which are specifically required by the Department of Metropolitan Development of Marion County to secure Plan approval shall be deemed acceptable to the Committee without issuance of written or the revised plot plan.

15. Decatur Commons Property Owners Association, Inc.

A. In General.

(i) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as "Decatur Commons Property Owners Association, Inc.", or an organization of similar name, which is referred to as the "Association". Every owner of a residential lot in the Development (such term including the Subdivision and all other sections of Decatur Commons platted and recorded prior to, contemporaneously with or subsequent to the recording of the within plat lying within the boundaries of that certain parcel of real estate described in that certain warranty deed from Jerry L. Lashley and Janice L. Lashley to Decatur Commons, Inc., dated March 3, 1992, and recorded as Instrument No. 92-25935 in the office of the Recorder of Marion County, Indiana) shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Covenants and Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual assessment.

B. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to one hundred thirty-eight (138) votes until such time as the Developer owns no lots, at which time it shall surrender its membership to the Class A members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever earlier occurs:

(a) On the date the Developer sells the last lot that it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 1996

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain the landscaping in and along South High School Road in the areas designated Block A and Block B and in the Recreation Area (Lot 8) as shown on the plat for Decatur Commons Subdivision Section One and shall keep such areas in a neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair Block A, Block B and the Recreation Area (Lot 8) as shown on the plat for Decatur Commons Subdivision Section One.

(iii) The Association shall maintain the landscaping and any signage at the entrance of Decatur Commons Subdivision and shall keep such areas in a neat, clean and presentable condition at all times.

(iv) The Association may procure and maintain casualty insurance for Block A, Block B and the Recreation Area (Lot 8) as shown on the plat for Decatur Commons Subdivision Section One, liability insurance (including Directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

(v) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

16. These covenants and restrictions 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, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after date of recording hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in the entirety; provided, however, that no termination of said covenant and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, 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.

17. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person having any right, title or interest in a lot in the Subdivision 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 or other sums due for such violation, injunction relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

18. 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; provide further, 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 this plat by the Plat Committee.

DECATUR COMMONS SUBDIVISION
SECTION ONE
DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 21st day of APRIL, 1992.

DECATUR COMMONS, INC.

Joseph W. Harrick

JOSEPH W. HARRICK

President

Attest: Donald M. F. [Signature]

State of Indiana)
) SS:
County of Marion)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph W. Harrick as President of Decatur Commons, Inc., an Indiana Corporation, who acknowledged execution of the foregoing Record Plat for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 21st day of April, 1992.

Commission Expires: 2/7/92

County of Residence: Madison

Benita G. Story
(Benita G. Story), Notary Public

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DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 19th day of August, 1993.

DECATUR COMMONS, INC.

—DECATUR COMMONS, INC.
Stephen. Horrick
 PRESIDENT

State of Indiana)
County of Marion) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph W. Harrick as President of Decatur Commons, Inc., an Indiana Corporation, who acknowledged execution of the foregoing Record Plat for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 14th day of August 1993.



Commission Expires: Aug 7 1996 Beata H. Story
County of Residence: Madison (Beata H. Story), Notary Public

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