

CHESTNUT HILLS, PHASE II SECTION FOUR - PLAT RESTRICTIONS

The undersigned, Bay Development Corp., by Bruce Sklare, Vice President and Trinity Homes Inc., by James McKenzie, President being the owners of record of all the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. For the purpose of (i) establishing minimum standards pertaining to the development, use, and maintenance of the within real estate and (ii) insuring stability of land and improvement values in the PLAT FOR CHESTNUT HILLS, PHASE II SECTION FOUR, said owners declare that the standard, covenants and restrictions contained in this Declaration shall be imposed on, apply to, and run with the within described real estate and shall insure to the benefit of and be a charge upon the owners and occupants of such real estate.

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This Declaration and within plat hereby calls reference to the following pertinent instruments for the PLAT FOR CHESTNUT HILLS, PHASE II SECTION FOUR recorded in the Office of the Recorder of Marion County, Indiana:

1. Master Declaration of Covenants for Chestnut Hills Inc., Chestnut Hills Lake Inc., Chestnut Hills Commons Inc. (Instrument #90-91848)
2. 1st Amendment to Master Declaration of Covenants for Chestnut Hills Inc., Chestnut Hills Lake Inc., Chestnut Hills Commons Inc. (Instrument #92-03597)
3. 2nd Amendment to Master Declaration of Covenants for Chestnut Hills Inc., Chestnut Hills Lake Inc., Chestnut Hills Commons Inc. (Instrument #92-03598)

A homeowners' association or associations shall be established in which the owners of all lots automatically become members and whose property shall be subject to the mandatory lien of assessments for continuous and adequate maintenance of the amenities of the project, including earth mounding and landscaping, lake bank and water maintenance, zoning commitments or other obligations imposed by the Developer by plat restrictions or a declaration of covenants, conditions and restrictions.

The within plat shall be known and designated as the PLAT FOR CHESTNUT HILLS, PHASE II SECTION FOUR, a subdivision in Pike Township, Marion County, in the State of Indiana.

The following standards, covenants, and restrictions are established for the PLAT OF CHESTNUT HILLS, PHASE II SECTION FOUR.

1. Land Use. The property shall be developed and used only for single family detached residential uses and for the use and maintenance of non-commercial recreational facilities constructed as an amenity and owned in common by the owners of single family residences thereon. No more than thirty-nine (39) single family detached dwelling units shall be constructed upon the property; however, it is contemplated and permitted that recreational facilities such as swimming pool, clubhouse, boardwalk and pier, swimming beach, tennis courts and similar amenities may be constructed so long as such facilities are not made available for public use.

2. Building Control. Prior to construction of any structure upon a lot, the building plans, including plot plans, site storm drainage and grading plan, specifications, plan for landscaping, and any other data or information which may be requested, must be submitted to the Architectural Committee and be delivered to the person or persons requesting such approval.

The Architectural Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall project and lot drainage plan as specified in the approved final construction plans for CHESTNUT HILLS, PHASE II SECTION FOUR.

No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Architectural Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) days after submission of all requested data, the Architectural Committee is deemed to have approved such plans.

3. Building Location and Grade Line Elevation. No building may be erected between the building line shown on the Plat and the front lot line; and no structure or part thereof may be built or erected nearer than five (5) feet to any side yard line or nearer than twenty-five (25) feet to any rear lot line. Demonstration of adequate storm water drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevation.

4. Easements for Drainage, Sewage, Utilities and Access. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three (3) as shown on the Plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows: (a) Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and

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5. Maintenance of Lots and Improvements. The owners of any lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, unsafe, and specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonable required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (B) Remove all debris or rubbish;

DER (C) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

- (D) Cut down and remove dead trees;
- (E) Where applicable, prevent debris and foreign material from entering drainage areas;
- (F) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;
- (G) Regularly treat or cause to be treated, the lawn areas against weed and insect infestation;
- (H) Not allow hazardous materials to enter storm sewer.

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6. Homeowners' Associations Right to Perform Certain Maintenance. In the event that any owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Homeowners' Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, of any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the Lot owner, and such land owner shall have a lien against said real estate for the expense thereof. Neither the Declarant, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

7. 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-AD-3, as amended, or any conditions attached to approval of this plat by the plat committee.

8. All streets shown and not heretofore dedicated are hereby dedicated to the public.

9. There shall be sidewalks provided throughout any of the PLAT FOR CHESTNUT HILLS, PHASE II SECTION FOUR.

10. No gasoline engines shall be allowed on the lake for boating purposes. Temporary use of a gasoline engine is permitted for maintenance or construction purposes.

ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Architectural Committee before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structures shall be compatible with the existing structure.

1. Fences, Walls, and Screening. It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangle 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 limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of intersections unless the foliage is maintained to prevent sight obstructions. Fences shall not be nearer to the front of a home than the rear foundation line of home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical material as the main structure.

The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. All fences, walls, and screening must be submitted to the Architectural Committee prior to installation.

a. Height restriction. The Developer is of the opinion that the environmental integrity of the community will be

- There shall be a unit in the first floor.
- 3. Garages shall be at least a two-car design and made from their point of connection.
- 4. Exterior building construction shall be of masonry, siding, rollbrick material. Beams and roof material.
- 5. No heat pumps installed on first floor.
- 6. If storm windows are installed, they shall be unfinished aluminum.
- 7. All guttering shall be finished.
- 8. All roofing shall be finished.
- 9. All metal work shall be finished color. Every year of the roof shall be replaced.
- 10. Plumbing stacks in rear of the house.
- 11. Swimming Pool construction shall be oriented to the rear of the properties. regulations shall be plantings/scrub to soften the transition.

(NOTE: Additional conditions, and of first lot.)

- 1. Building Court Injunction structure building after the court which has paid otherwise, shall three (3) months said structure then the Developer take possession together with expenses, paid said lot at time.
- 2. Non-Liability liability to a person respect to a residence is and an owner, any and all li with drainage

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1. Fences, Walls, and Screening. It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangle 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 limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of intersections unless the foliage is maintained to prevent sight obstructions. Fences shall not be nearer to the front of a home than the rear foundation line of home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical material as the main structure.

The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. All fences, walls, and screening must be submitted to the Architectural Committee prior to installation.

a. Height restriction. The Developer is of the opinion that the environmental integrity of the community will be naturally lessened of the open nature of the community is damaged by the proliferation of fences of excessive height.

The Architectural Committee, therefore, may approve rear perimeter fences up to four (4) feet in height which otherwise meet these guidelines. The Architectural Committee will give consideration to a variance in this height limit where the rear line of the lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of six (6) foot fences around small patio areas of a backyard of a home in order to secure privacy of the immediate patio area will be permitted. The specific fence height restrictions are as follows:

- (1) Property fencing and walls above grade shall not exceed four (4) feet above grade unless otherwise approved by the Architectural Committee.
- (2) The Architectural Committee will not ordinarily approve proposed fences which exceed forty-two (42) inches in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.
- (3) Patio screens/privacy fences shall not exceed six (6) feet in height, except for pools and other recreational fences as provided herein.

b. Materials and Finish.

- (1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.
- (2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material.
- (3) All fencing or screening should preferably have finished material on both sides. If only on (1) side has finished materials, that side must face the public side or adjoining property.
- (4) Landscape walls and planters above grade should be constructed of natural stone masonry or attractive timber.

2. Size of Dwelling: The minimum gross floor area will be 1600 square feet per unit exclusive of garages, patios, and open porches or breezeways.

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There shall be no aluminum or vinyl siding installed on any living unit in the entire project.

3. Garages and Driveways. Every house in the Real Estate must have at least a two (2) car attached garage of the same architectural design and material as the house. All driveways must be paved from their point of connection with the abutting street to the point of connection with the garage apron.

4. Exterior Construction. The finished exterior of every building constructed or placed on any Lot shall be of material other than aluminum siding, vinyl siding, rollbrick siding or any other similar artificial material. Before application of material, all exterior, veneer and roof material will be submitted and approved.

5. No heat pumps, air conditions units, or gas meters will be installed on front of house,

6. If storm doors or windows are installed they must be painted. No unfinished aluminium storm windows or doors will be allowed.

7. All gutters and down spouts other than copper, will be painted.

8. All roof and fireplace flashing other than copper, will be painted

9. All metal roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to the rear of the house.

10. Plumbing. Every effort shall be made to place all plumbing vent stacks in rear of house.

11. Swimming Pools. Only permanent in ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

GENERAL PROHIBITIONS

(NOTE: Additional Prohibitions, including Declaration of covenants, conditions, and restrictions, recorded by owner prior to conveyance of first lot.)

1. Building Completion. Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any Lot shall be completed within one year after the commencement of the building process. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer and its Assigns or Successors may re-enter, take possession of said lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

2. Non-Liability of Developer. Developer shall not have any liability to a lot owner or to any other person or entity with respect to drainage on, over or under a lot. Such drainage shall be the responsibility of the owner of the lot upon which a residence is constructed and of the builder of such residence; and an owner, by and hold harmless the Developer from and against any and all liability arising from, related to, or in connection with drainage on, over and under the lot described in such deed.

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Witness our signatures this 18 day of MARCH, 1992

Bruce Sklare

Bruce Sklare, Vice President, Bay Development Corp.

James McKenzie

James McKenzie, President, Trinity Homes Inc.

James McKenzie, President, Trinity Homes Inc. do hereby join in the execution of the plat of Chestnut Hills, Phase II Section Four, as to any real estate described herein which they presently own and the agree to be bound by the covenants of such platted subdivision and hereafter their particular parcel of real estate shall be known as Lot # 85

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Bay Development Corp., by Bruce Sklare, Vice President, Bay Development Corp., and Trinity Homes Inc., by James McKenzie, President, who acknowledge the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 18TH day of MARCH, 1992